Tanya Darlene Erb

Age 53 years old

Born September 1970

Location Cambridge City, IN

Aliases Tanya Erb, Tanya Moffitt View 7 more

Add to Address Book

Monitor this report to receive updates

Turn monitoring on

| High Confidence Data Only 🚱 | ✓ |
|---|--|
| # 1725 N Jacksonburg Rd # 47327 Cambridge City, IN 47327 | View 14 more |
| < (765) 541-1497 | <u>View 4 more</u> |
| ■ tanyamoffitt70@gmail.com | <u>View 9 more</u> |
| ♥ 18 relatives found NOTE: Spouses may appear as relatives | View relatives |
| Check for Criminal or Traffic records | <u>View detaits</u> |
| ぺ No social media found | <u>Learn more</u> |
| No photos found | ************************************** |

Need this report in a printable format?





⊖ Print PDF

ÆEmail PDF

Possible Phone Numbers

Alerts

Learn more

✓ Best phone number match

(765) 541-1497 (/app/generate/phone?

phone=7655411497&referringBvid=N MDAwNzUzODE5MTk4)

Phone type Mobile

View phone report (/app/generate/phone?phone=7655411497&referringBvid=N_MDAwNzUzODE5MTk4)

Is this accurate

Higher Confidence

(765) 520-0682 (/app/generate/phone?

phone=7655200682&referringBvid=N_MDAwNzUzODE5MTk4)

Phone type Mobile

Dates seen Aug 1988 - Aug 2023

View phone report (/app/generate/phone?phone=7655200682&referringBvid=N_MDAwNzUzODE5MTk4)

Is this accurate?

Higher Confidence

(765) 729-5634 (/app/generate/phone? phone=7657295634&referringBvid=N_MDAwNzUzODE5MTk4)

Phone type Mobile

Dates seen Aug 1988 - Aug 2023

View phone report (/app/generate/phone?phone=7657295634&referringBvid=N_MDAwNzUzODE5MTk4)

is this accurate?

Higher Confidence

(765) 334-8114 (/app/generate/phone?

phone=7653348114&referringBvid=N_MDAwNzUzODE5MTk4)

Case 1:23-cv-01059-JE-JPM Document 8-4 Filed 11/16/23 Page 3 of 206 PageID #: 1074

View phone report (/app/generate/phone?phone=7653348114&referringBvid=N_MDAwNzUzODE5MTk4)

Higher Confidence

(812) 746-4032 (/app/generate/phone?
phone=8127464032&referringBvid=N_MDAwNzUzODE5MTk4)

Phone type Possible Mobile

View phone report (/app/generate/phone?phone=8127464032&referringBvid=N_MDAwNzUzODE5MTk4)

WARNING: Please be advised, numbers and addresses may be associated with do-not-call, unsubscribe or other telemarketing activity contact restrictions and, as a reminder, our <u>Terms (https://www.beenverified.com/flag/terms-conditions/)</u> strictly prohibit use of our data for spam and other marketing activity.

Possible Emails

Professional (1)

terry:frantzen@coldwellbanker.com (/app/generate/email?email=terry:frantzen%40coldwellbanker.com)

Personal Emails (9)

tanyamoffitt70@gmail.com (/app/generate/email?email=tanyamoffitt70%40gmail.com)
Best email address match

tawni92870@aol.com (/app/generate/email?email=tawni92870%40aol.com)
Higher Confidence

tanya92870@aol.com (/app/generate/email?email=tanya92870%40aol.com)
Higher Confidence

tanya92870@aol.com (/app/generate/email?email=tanya92870%40aol.com)
Higher Confidence

Possible Address History

Alerts

(...)

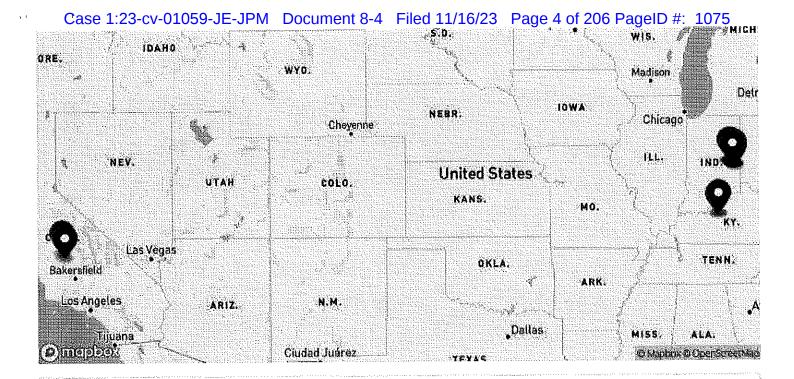
(····)

Learn more

Is this accurate?

15 addresses identified





✓ Best address match

1725 N Jacksonburg Rd # 47327

Cambridge City, IN 47327

(/app/generate/property?

<u>address=1725%20N%20Jacksonburg%20Rd.%20%23%2047327&city=Cambridge%20City&parent_id=144160787&state=IN&zipcode=47327)</u>

Dates seen Feb 2005 - Apr 2018

 $Search\ this\ property\ (/app/generate/property? address=1725\%20N\%20 Jacksonburg\%20Rd.\%20\%23\%2047327\& city=Cambridge\%20City\&pa...$

Is this accurate?

Higher Confidence

11475 Grant St

Armona, CA 93202

Dates seen Dec 1996 - Dec 2017

Is this accurate?

Higher Confidence

125 Duggin Switch Rd

Vine Grove, KY 40175

<u>(/app/generate/property?</u>

address=125%20Duggin%20Switch%20Rd.&city=Vine%20Grove&state=KY&zipcode=40175)

Davesviewn Dec 1995 - Dec 1995

Case 1:23-cv-01059-JE-JPM Document 8-4 Filed 11/16/23 Page 5 of 206 PageID #: 1076

 $Search\ this\ property\ (\ /app/generate/property? address=125\%20Duggin\%20Switch\%20Rd.\&city=Vine\%20Grove\&state=KY\&zipcode=40175)$

is this accurate?

Higher Confidence

720 S 15th St Apt D3

New Castle, IN 47362

(/app/generate/property?

<u>address=720%205%2015th%20St.%20Apt%20D3&city=New%20Castle&parent_id=140931809</u> <u>&state=IN&zipcode=47362)</u>

Dates seen Oct 1995 - Oct 1995

 $Search\ this\ property\ (/app/generate/property?address=720\%20S\%2015th\%20St.\%20Apt\%20D3\&city=New\%20Castle\&parent_id=14093180...$

Is this accurate?

Higher Confidence

1020 Hale Ave Apt 1

Corcoran, CA 93212

(/app/generate/property?

<u>address=1020%20Hale%20Ave.%20Apt%201&city=Corcoran&parent_id=29530700&state=CA</u>&zipcode=93212)

Dates seen Aug 1995 - Aug 1995

 $Search\ this\ property\ (/app/generate/property? address=1020\%20 Hale\%20 Ave.\%20 Apt\%201\& city=Corcoran\& parent_id=29530700\& state=C...$

Is this accurate?

Higher Confidence

1574 S Wilson Rd Apt 218

Radcliff, KY 40160

(/app/generate/property?

<u>address=1574%205%20Wilson%20Rd.%20Apt%20218&city=Radcliff&parent_id=158196719&s</u> tate=KY&zipcode=40160)

Dates seen Jun 1993 - Jun 1993

 $Search\ this\ property\ (/app/generate/property? address=1574\%20S\%20Wilson\%20Rd.\%20Apt\%20218\& city=Radcliff\&parent_id=158196719...$

Is this accurate?



Higher Confidence

1223 S 18th St

New Castle, IN 47362

(/app/generate/property?

address=1223%205%2018th%20St.&city=New%20Castle&state=IN&zipcode=47362)

Dates seen Aug 1988 - Aug 1988

 $Search\ this\ property\ (/app/generate/property? address=1223\%205\%2018th\%20St.\&city=New\%20Castle\&state=IN\&zipcode=47362)$

Is this accurate?

Higher Confidence

315 W Church St # 47327

Cambridge City, IN 47327

(/app/generate/property?

<u>address=315%20W%20Church%20St.%20%23%2047327&city=Cambridge%20City&parent_id=144157523&state=IN&zipcode=47327</u>)

Dates seen Jan 2011

Search this property (/app/generate/property?address=315%20W%20Church%20St.%20%23%2047327&city=Cambridge%20City&parent_id...

is this accurate?

Higher Confidence

500 W Main St

Cambridge City, IN 47327

(/app/generate/property?

address=500%20W%20Main%20St.&city=Cambridge%20City&state=IN&zipcode=47327)

Dates seen Mar 2007

 $Search\ this\ property\ (\ /app/generate/property? address=500\%20W\%20Main\%20St. \& city=Cambridge\%20City\& state=IN\& zipcode=47327)$

Is this accurate?

Higher Confidence

2105 S 18th St

New Castle, IN 47362

(/app/generate/property?

address=2105%205%2018th%20St.&city=New%20Castle&state=IN&zipcode=47362)

Case 1:23-cv-01059-JE-JPM Document 8-4 Filed 11/16/23 Page 7 of 206 PageID #: 1078

Dates seen Jul 2015

 $Search\ this\ property\ (/app/generate/property? address=2105\%205\%2018 th\%20St.\&city=New\%20Castle\&state=IN\&zipcode=47362)$

Is this accurate?

Higher Confidence

1095 S Jacksonburg Rd

Cambridge City, IN 47327

(/app/generate/property?

<u>address=1095%20S%20Jacksonburg%20Rd.&city=Cambridge%20City&state=IN&zipcode=473</u> 27)

Dates seen Nov 2004

Search this property (/app/generate/property?address=1095%20S%20Jacksonburg%20Rd.&city=Cambridge%20City&state=IN&zipcode=47...

Is this accurate?

Higher Confidence

2109 S 18th St

New Castle, IN 47362

(/app/generate/property?

address=2109%205%2018th%20St.&city=New%20Castle&state=IN&zipcode=47362)

Dates seen Oct 2018

 $Search\ this\ property\ (/app/generate/property? address=2109\%205\%2018th\%20St.\&city=New\%20Castle\&state=IN\&zipcode=47362)$

Is this accurate?

Higher Confidence

310 Shawnee Ave

Cambridge City, IN 47327

(/app/generate/property?

address=310%20Shawnee%20Ave.&city=Cambridge%20City&state=IN&zipcode=47327)

Dates seen Aug 2005

 $Search this property (\/app/generate/property? address=310\%20 Shawnee\%20 Ave. \& city=Cambridge\%20 City\& state=IN\& zipcode=47327) Ave. \& city=Cambridge\%20 City\& state=1700 City$

Is this accurate?



Higher Confidence

3206 Beeson Ave

Connersville, IN 47331

(/app/generate/property?

address=3206%20Beeson%20Ave.&city=Connersville&state=IN&zipcode=47331)

Dates seen Jul 2014

Search this property (/app/generate/property?address=3206%20Beeson%20Ave.&city=Connersville&state=IN&zipcode=47331)

Is this accurate?

Higher Confidence

364 PO Box Dublin, IN 47335

Dates seen Jul 2003

Is this accurate?

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Possible Relatives

Alerts

Learn more

<u>Joseph Mark Moffitt (/app/generate/person?</u> bvid=N_MDAxNzQ5OTE5MzYw&name=JOSEPH%20MARK%20MOFFITT)

Age 51

Lives in Cambridge City, IN

May also go by Joseph M Moffit

View person report (/app/generate/person?bvid=N_MDAxNzQ5OTE5MzYw&name=JOSEPH%20MARK%20MOFFITT)

Show less contact info

Address

1725 N Jacksonburg Rd

Cambridge City, IN 47327

Dates seen

Jun 2012 - Aug 2023

Address

16942 Hoover Rd

Hagerstown, IN 47346

(/app/generate/property?address=16942%20Hoover%20Rd.&city=Hagerstown&state=IN&zipcode=47346)

Dates seen

Sep 2017 - Aug 2023

Addresslew

126 N 10th St Apt 7

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New Castle, IN 47362

Dates seen

Oct 2016 - Feb 2018

Phone number (765) 334-8226 (/app/generate/phone?phone=7653348226)

Dates seen

Is this accurate?

<u>Teddy Eugene Erb (/app/generate/person?</u> <u>bvid=N_MDAwNzUzMjUyNjE2&name=TEDDY%20EUGENE%20ERB)</u>

Age 58

Lives in New Castle, IN

May also go by Ted E Erb

View person report (/app/generate/person?bvid=N_MDAwNzUzMjUyNjE2&name=TEDDY%20EUGENE%20ERB)

Show less contact info

Address

1105 McCormack Dr

New Castle, IN 47362

(/app/generate/property?address=1105%20McCormack%20Dr.&city=New%20Castle&state=IN&zipcode=47362)

Dates seen

Jul 2004 - Aug 2023

Address

1223 S 18th St

New Castle, IN 47362

(/app/generate/property?address=1223%205%2018th%20St.&city=New%20Castle&state=IN&zipcode=47362)

Dates seen

Aug 1988 - Feb 2011

Address

1709 A Ave

New Castle, IN 47362

(/app/generate/property?address=1709%20A%20Ave.&city=New%20Castle&state=IN&zipcode=47362)

Dates seen

Nov 1997 - Jun 2004

Phone number (765) 593-0406 (/app/generate/phone?phone=7655930406)

Dates seen

Is this accurate?

<u>Heather N Moffitt (/app/generate/person?</u> <u>bvid=N MTkxNjAyNjQwNTU2&name=HEATHER%20N%20MOFFITT)</u>

Age 28

Lives in Cambridge City, IN

May also go by Heather Muffitt, Heather S Moffitt

View person report (/app/generate/person?bvid=N_MTkxNjAyNjQwNTU2&name=HEATHER%20N%20MOFFITT)

Show less contact info



21 High St

Case 1:23-cv-01059-JE-JPM Document 8-4 Filed 11/16/23 Page 10 of 206 PageID #: 1081

Cambridge City, IN 47327

(/app/generate/property?address=21%20High%20St.&city=Cambridge%20City&state=IN&zipcode=47327)

Dates seen Apr 2015 - Aug 2023

Address 991 S County Road 375 E

New Castle, IN 47362

Dates seen Jul 2014 - Jul 2019

Is this accurate?

<u>Erich Maximillian Headrick (/app/generate/person?</u> bvid=N_MDAxMDkwMzlwNTM5&name=ERICH%20MAXIMILLIAN%20HEADRICK)

Age 58

Lives in Coalinga, CA

May also go by E M Headrick, Erich Maxmillian Headrick

 $View\ person\ report\ (/app/generate/person?bvid=N_MDAxMDkwMzlwNTM5\&name=ERICH\%20MAXIMILLIAN\%20HEADRICK)$

Show less contact info

Address 115 Hill View Ln

Coalinga, CA 93210

(/app/generate/property?address=115%20Hill%20View%20Ln.&city=Coalinga&state=CA&zipcode=93210)

Dates seen Jan 2021 - Aug 2023

Address 570 Echo Valley Rd

Salinas, CA 93907

(/app/generate/property?address=570%20Echo%20Valley%20Rd.&city=Salinas&state=CA&zipcode=93907)

Dates seen May 2019 - Aug 2022

Address 7969 Soquel Dr

Aptos, CA 95003

(/app/generate/property?address=7969%20Soquel%20Dr.&city=Aptos&state=CA&zipcode=95003)

Dates seen Mar 2022 - Mar 2022

Phone number (901) 365-2720 (/app/generate/phone?phone=9013652720)

Dates seen

is this accurate?

<u>Linda Reeder Stewart (/app/generate/person?</u> bvid=N_MDAxMDkwMDYzOTAx&name=LINDA%20REEDER%20STEWART)

Age 56

Lives in Holly Springs, MS

May also go by Linda L Headrick, Linda L Reeder, Lynn Stewart +1 more

 $View\ person\ report\ (/app/generate/person?bvid=N_MDAxMDkwMDYzOTAx\&name=LINDA\%20REEDER\%20STEWART)$

Case 1:23-cv-01059-JE-JPM Document 8-4 Filed 11/16/23 Page 11 of 206 PageID #: 1082

130 W College Ave # B Address

Holly Springs, M\$ 38635

(/app/generate/property?address=130%20W%20College%20Ave.%20%23%20B&city=Holly%20Springs&state=MS&zipcode=38635)

Dates seen

Jul 1984 - Nov 2022

Address

130 E College Ave

Holly Springs, MS 38635

Dates seen

Jul 1984 - Nov 2022

Phone number (662) 252-1832 (/app/generate/phone?phone=6622521832)

Dates seen

Phone number (662) 252-8089 (/app/generate/phone?phone=6622528089)

Dates seen

Show less relatives

Tom M Stewart (/app/generate/person? bvid=N MDAyNDM3MzI3NTc2&name=TOM%20M%20STEWART)

Age 58

Lives in Holly Springs, MS

May also go by Thomas M Stewart, Thomas M Stewart Iii, Thomas M Stewart Ii +2 more

View person report (/app/generate/person?bvid=N_MDAyNDM3Mzi3NTc2&name=TOM%20M%20STEWART)

Show less contact info

Address

130 W College Ave # B

Holly Springs, MS 38635

Dates seen

Apr 1994 - Dec 2022

Address

130 W College Ave # Bw

Holly Springs, MS 38635

Dates seen

Apr 1994 - Dec 2022

Address

130 E College Ave

Holly Springs, MS 38635

(/app/generate/property?address=130%20E%20College%20Ave.&city=Holly%20Springs&state=MS&zipcode=38635)

Dates seen

Apr 1994 - Dec 2022

Phone number (662) 274-3105 (/app/generate/phone?phone=6622743105)

Dates seen

Phone number (662) 274-3104 (/app/generate/phone?phone=6622743104)

Dates seen

is this accurate?

Overview

Tanene L Smith (/app/generate/person? bvid=N MDUwNDA2MzE0NTYx&name=TANENE%20L%20SMITH)

Age 57

Lives in New Castle, IN

May also go by Tanene A Smith, Tanene L Erb

View person report (/app/generate/person?bvid=N_MDUwNDA2MzE0NTYx&name=TANENE%20L%20SMITH)

Show less contact info

Address

1105 McCormack Dr

New Castle, IN 47362

(/app/generate/property?address=1105%20McCormack%20Dr.&city=New%20Castle&state=IN&zipcode=47362)

Dates seen

Jun 2004 - Aug 2023

Address

1709 A Ave Apt St

New Castle, IN 47362

(/app/generate/property?address=1709%20A%20Ave.%20Apt%20St&city=New%20Castle&state=IN&zipcode=47362)

Dates seen

Jul 1993 - Apr 1999

Address

126 N 10th St Apt 1

New Castle, IN 47362

Dates seen

May 1989 - May 1989

Phone number (765) 465-5349 (/app/generate/phone?phone=7654655349)

Dates seen

Phone number (765) 529-9415 (/app/generate/phone?phone=7655299415)

Dates seen

Is this accurate?

Bradley L Moffitt (/app/generate/person? bvid=N MTY2MTMzOTMwMDAx&name=BRADLEY%20L%20MOFFITT)

Age 31

Lives in Cambridge City, IN

May also go by Brad Moffitt, Brad Morritt

View person report (/app/generate/person?bvid=N_MTY2MTMzOTMwMDAx&name=BRADLEY%20L%20MOFFITT)

Show less contact info

Address

318 W Main St

Cambridge City, IN 47327

(/app/generate/property?address=318%20W%20Main%20St.&city=Cambridge%20City&state=IN&zipcode=47327)

Dates seen

Aug 2016 - Aug 2023

Address

307 W Church St

Overview

Cambridge City, IN 47327

(/app/generate/property?address=307%20W%20Church%20St.&city=Cambridge%20City&state=IN&zipcode=47327)

Case 1:23-cv-01059-JE-JPM Document 8-4 Filed 11/16/23 Page 13 of 206 PageID #: 1084

Dates seen Apr 2010 - Aug 2023

Address 730 Northside Ct

Connersville, IN 47331

Dates seen Jul 2013 - Aug 2015

Phone number (765) 312-1063 (/app/generate/phone?phone=7653121063)

Dates seen

Is this accurate?

<u>William Wyatt Erb (/app/generate/person?</u> <u>bvid=N_MDAwNzUzMDcwMDQ4&name=WILLIAM%20WYATT%20ERB)</u>

Age 56

Lives in New Castle, IN

May also go by Wyatt Erb, William W Erp

View person report (/app/generate/person?bvid=N_MDAwNzUzMDcwMDQ4&name=WILLIAM%20WYATT%20ERB)

Show less contact info

Address

504 N 16th St

New Castle, IN 47362

Dates seen

Oct 2010 - Dec 2015

Address

2204 N Ave

New Castle, IN 47362

(/app/generate/property?address=2204%20N%20Ave.&city=New%20Castle&state=IN&zipcode=47362)

Dates seen

Apr 2004 - Aug 2012

Phone number (812) 692-5305 (/app/generate/phone?phone=8126925305)

Dates seen

Is this accurate?

<u>Theresa A Agee (/app/generate/person?</u> <u>bvid=N MDAwMDE3MDIxODA3&name=THERESA%20A%20AGEE)</u>

Age 75

Lives in New Castle, IN

May also go by Theresa A Erb

View person report (/app/generate/person?bvid=N_MDAwMDE3MDIxODA3&name=THERESA%20A%20AGEE)

Show less contact info

Address

1223 5 18th St

New Castle, IN 47362

Overview

(/app/generate/property?address=1223%20S%2018th%20St.&city=New%20Castle&state=IN&zipcode=47362)

Case 1:23-cv-01059-JE-JPM Document 8-4 Filed 11/16/23 Page 14 of 206 PageID #: 1085

Dec 1982 - Aug 2023 Dates seen

Address 1219 S 18th St

New Castle, IN 47362

Oct 1984 - Oct 1984 Dates seen

Phone number (765) 686-2728 (/app/generate/phone?phone=7656862728)

Dates seen

Phone number (765) 529-3860 (/app/generate/phone?phone=7655293860)

Dates seen

Is this accurate?

Stacey Wyatt Erb (/app/generate/person? bvid=N_MDAwNzUzMTU2MzY1&name=STACEY%20WYATT%20ERB)

Age 56

Lives in New Castle, IN

View person report (/app/generate/person?bvid=N_MDAwNzUzMTU2MzY1&name=STACEY%20WYATT%20ERB)

Show less contact info

Address

504 Parkview Dr

New Castle, IN 47362

Dates seen

Mar 2018 - Aug 2023

Address

1414 S 17th St

New Castle, IN 47362

Dates seen

Jan 2015 - May 2018

Address

1223 S 18th St

New Castle, IN 47362

{/app/generate/property?address=1223%20S%2018th%20St.&city=New%20Castle&state=IN&zipcode=47362}

Dates seen

Jun 1994 - Feb 2018

Phone number (765) 545-2023 (/app/generate/phone?phone=7655452023)

Dates seen

Phone number (765) 729-5634 (/app/generate/phone?phone=7657295634)

Dates seen

Is this accurate?

Kim E Erb (/app/generate/person?bvid=N_MDAwNzUzMTY4NDk5&name=KIM%20E%20ERB)

Case 1:23-cv-01059-JE-JPM Document 8-4 Filed 11/16/23 Page 15 of 206 PageID #: 1086

May also go by Kim E Deck

 $View\ person\ report\ (/app/generate/person?bvid=N_MDAwNzUzMTY4NDk5\&name=KIM\%20E\%20ERB)$

Show less contact info

Address

3700 S Memorial Dr

New Castle, IN 47362

Dates seen

Jan 2016 - Aug 2023

Address

1803 Cottage Ave

New Castle, IN 47362

(/app/generate/property?address=1803%20Cottage%20Ave.&city=New%20Castle&state=IN&zipcode=47362)

Dates seen

Nov 1996 - Aug 2017

Address

1605 E Ave

New Castle, IN 47362

(/app/generate/property?address=1605%20E%20Ave.&city=New%20Castle&state=!N&zipcode=47362)

Dates seen

Jul 2014 - Sep 2015

Phone number (765) 521-3326 (/app/generate/phone?phone=7655213326)

Dates seen

Phone number (765) 529-4284 (/app/generate/phone?phone=7655294284)

Dates seen

Is this accurate?

<u>Lorrie Anne Erb (/app/generate/person?</u> bvid=N_MDAwNzUyNzI3NzQz&name=LORRIE%20ANNE%20ERB)

Age 56

Lives in New Castle, IN

May also go by Lorrie A Morris, Lorrie A Noble, Lorrie A Pribble +6 more

 $View\ person\ report\ (/app/generate/person?bvid=N_MDAwNzUyNzI3NzQz\&name=LORRIE\%20ANNE\%20ERB)$

Show less contact info

Address

504 Parkview Dr

New Castle, IN 47362

(/app/generate/property?address=504%20Parkview%20Dr.&city=New%20Castle&state=IN&zlpcode=47362)

Dates seen

Dec 1987 - Aug 2023

Address

3276 N Sulphur Springs Rd

New Castle, IN 47362

(/app/generate/property?address=3276%20N%20Sulphur%20Springs%20Rd.&city=New%20Castle&state=IN&zipcode=47362)

Dates seen

Mar 2017 - Feb 2022

Address

2995 W State Road 38

New Castle, IN 47362

Overview

Case 1:23-cv-01059-JE-JPM Document 8-4 Filed 11/16/23 Page 16 of 206 PageID #: 1087

Dates seen Nov 2016 - May 2021

Phone number (765) 729-0275 (/app/generate/phone?phone=7657290275)

Dates seen

Phone number (765) 529-0440 (/app/generate/phone?phone=7655290440)

Dates seen

Show less relatives

<u>Hillary Anne Noble (/app/generate/person?</u> <u>bvid=N MTg3NzQ0MDE2NDcw&name=HILLARY%20ANNE%20NOBLE)</u>

Age 30

Lives in New Castle, IN

May also go by Hilary A Noble

View person report (/app/generate/person?bvid=N_MTg3NzQ0MDE2NDcw&name=HILLARY%20ANNE%20NOBLE)

Show less contact info

Address

504 Parkview Dr

New Castle, IN 47362

(/app/generate/property?address=504%20Parkview%20Dr.&city=New%20Castle&state=iN&zipcode=47362)

Dates seen

Apr 2020 - Jul 2023

Address

6719 Waverly Ct Apt 2A

Indianapolis, IN 46220

Dates seen

Oct 2016 - Oct 2018

Address

5111 Wea Dr

Kokomo, IN 46902

Dates seen

Jan 2012 - Nov 2016

Phone number (765) 729-6475 (/app/generate/phone?phone=7657296475)

Dates seen

Is this accurate?

<u>Jesse James Headrick (/app/generate/person?</u> <u>bvid=N_MTkyMDM3MTU0NTQ2&name=JESSE%20JAMES%20HEADRICK)</u>

Age 29

Lives in Aptos, CA

May also go by James Headrick, Jessie Headrick

View person report (/app/generate/person?bvid=N_MTkyMDM3MTU0NTQ2&name=JESSE%20JAMES%20HEADRICK)

Case 1:23-cv-01059-JE-JPM Document 8-4 Filed 11/16/23 Page 17 of 206 PageID #: 1088

Address 1079 Sumner Ave

Aptos, CA 95003

(/app/generate/property?address=1079%20Sumner%20Ave.&city=Aptos&state=CA&zipcode=95003)

Dates seen Jul 2022 - Aug 2023

Address 1710 46th Ave Apt 1

Capitola, CA 95010

Dates seen May 2019 - May 2023

Address 129 Sea Terrace Way

Aptos, CA 95003

Dates seen Nov 2016 - Jul 2019

Phone number (831) 664-1222 (/app/generate/phone?phone=8316641222)

Dates seen

Phone number (831) 477-1234 (/app/generate/phone?phone=8314771234)

Dates seen

Is this accurate?

<u>James M Headrick (/app/generate/person?</u> <u>bvid=N_MTk1NTQ3NTI4NTYz&name=JAMES%20M%20HEADRICK)</u>

Age 26

Lives in Aptos, CA

View person report (/app/generate/person?bvid=N_MTk1NTQ3NTI4NTYz&name=JAMES%20M%20HEADRICK)

Show less contact info

Address

1079 Sumner Ave

Aptos, CA 95003

(/app/generate/property?address=1079%20Sumner%20Ave.&city=Aptos&state=CA&zipcode=95003)

Dates seen

Sep 2022 - Aug 2023

Address

129 Sea Terrace Way

Aptos, CA 95003

Dates seen

Dec 2016 - Apr 2023

Phone number (831) 477-1234 (/app/generate/phone?phone=8314771234)

Dates seen

Is this accurate?

<u>Donna J Erb (/app/generate/person?</u> <u>-bvid=N_MDAwNzUzMTY1NDYw&name=DONNA%20J%20ERB)</u>

Case 1:23-cv-01059-JE-JPM Document 8-4 Filed 11/16/23 Page 18 of 206 PageID #: 1089

Age 75

Lives in Canvas, WV

View person report (/app/generate/person?bvid=N_MDAwNzUzMTY1NDYw&name=DONNA%20J%20ERB)

Show less contact info

Address

508 Groves Rd

Canvas, WV 26662

Dates seen

Jan 1995 - Nov 2022

Address

135 PO Box

Canvas, WV 26662

(/app/generate/property?address=135%20Po%20Box&city=Canvas&state=WV&zipcode=26662)

Dates seen

Oct 1999 - Jan 2005

Phone number (304) 872-2734 (/app/generate/phone?phone=3048722734)

Dates seen

Is this accurate?

Chealee Erb (/app/generate/person?bvid=N_MjM5MDc1MDAwMjk4&name=CHEALEE%20ERB)

Age N/A

Lives in New Castle, IN

 $View\ person\ report\ (/app/generate/person?bvid=N_MjM5MDc1MDAwMjk4\&name=CHEALEE\%20ERB)$

Show less contact info

Address

1105 McCormack Dr

New Castle, IN 47362

Dates seen

Oct 2021 - Aug 2023

Melvin W Erb (/app/generate/person? bvid=N_MDAwNzUzNDA4MTk0&name=MELVIN%20W%20ERB)

Age 77

Lives in Canvas, WV

View person report (/app/generate/person?bvid=N_MDAwNzUzNDA4MTk0&name=MELVIN%20W%20ERB)

Show less contact info

Address

508 Groves Rd

Canvas, WV 26662

Dates seen

May 1992 - Aug 2023

Case 1:23-cv-01059-JE-JPM Document 8-4 Filed 11/16/23 Page 19 of 206 PageID #: 1090

Phone number (304) 872-2734 (/app/generate/phone?phone=3048722734)

Dates seen

Is this accurate?

<u>Dennis E Erb (/app/generate/person?</u> bvid=N_MDAwNzUzMzY3NDQ0&name=DENNIS%20E%20ERB)

Age 53

Lives in Eldorado, IL

View person report (/app/generate/person?bvid=N_MDAwNzUzMzY3NDQ0&name=DENNIS%20E%20ERB)

Show less contact info

Address

75 Moore Rd

Eldorado, IL 62930

(/app/generate/property?address=75%20Moore%20Rd.&city=Eldorado&state=IL&zipcode=62930)

Dates seen

Sep 2008 - Aug 2023

Address

2115 US Highway 45 N

Harrisburg, IL 62946

(/app/generate/property?address=2115%20Us%20Highway%2045%20N&city=Harrisburg&state=IL&zipcode=62946)

Dates seen

Oct 2002 - May 2010

Address

708 Center St

Washington, IN 47501

(/app/generate/property?address=708%20Center%20St.&city=Washington&state=IN&zipcode=47501)

Dates seen

Aug 2002 - Aug 2002

Phone number (618) 273-4234 (/app/generate/phone?phone=6182734234)

Dates seen

Phone number (618) 273-6050 (/app/generate/phone?phone=6182736050)

Dates seen

Phone number (812) 692-5473 (/app/generate/phone?phone=8126925473)

Dates seen

is this accurate?

Possible Marriage & Divorce Records

440

Alerts

No possible marriage & divorce records found. Please note that the absence of any information or results within our reports may not necessarily be 100% accurate, complete or up to date, so please do not use it in lieu of your own due diligence.



(...

Learn more

Tanya

Russian diminutive of Tatiana. It began to be used in the English-speaking world during the 1930s.

Usage: Russian, English

Info provided by behindthename.com (https://www.behindthename.com/)

Popularity of the name Tanya over time

Tanya was the

76th most common name of 1970

Sort name popularity by gender

| | Female |
|-----------|--------|
| Male Male | |
| | |
| | |
| | |

Select a year

1970

Possible Associates

Alerts

(...

<u>MacK E Agee (/app/generate/person?</u> <u>bvid=N_MDAwMDE3MDIxODg2&name=MACK%20E%20AGEE)</u>

Age ~69

Lives in New Castle, IN

May also go by Mark Agee

View person report (/app/generate/person?bvid=N_MDAwMDE3MDIxODg2&name=MACK%20E%20AGEE)

Show less contact info

Address

1223 S 18th St

New Castle, IN 47362

Dates seen

Dec 1987 - Nov 2010

Address

116 N Main St

New Castle, IN 47362

Dates seen

May 2004 - Jun 2005

Address

2023 Indiana Ave

1

New Castle, IN 47362

Overview

Case 1:23-cv-01059-JE-JPM Document 8-4 Filed 11/16/23 Page 21 of 206 PageID #: 1092

Dates seen May 2002 - May 2005

Phone number (765) 686-2728 (/app/generate/phone?phone=7656862728)

Dates seen

Is this accurate?

<u>Darrell F Baker (/app/generate/person?</u> bvid=N MDAwMTE1MDU4MTc0&name=DARRELL%20F%20BAKER)

Age ~57

Lives in New Castle, IN

May also go by Duane Barker

View person report (/app/generate/person?bvid=N_MDAwMTE1MDU4MTc0&name=DARRELL%20F%20BAKER)

Show less contact info

Address

720 S 15th St Apt D3

New Castle, IN 47362

Dates seen

Feb 1984 - Nov 2016

Address

1507 Pennville Rd

Cambridge City, IN 47327

(/app/generate/property?address=1507%20Pennville%20Rd.&city=Cambridge%20City&state=IN&zipcode=47327)

Dates seen

Jul 2005 - Nov 2009

Phone number (765) 478-3821 (/app/generate/phone?phone=7654783821)

Dates seen

Is this accurate?

<u>Linda D Baker (/app/generate/person?</u> <u>bvid=N MDAwMTE2ODUxNzU5&name=LINDA%20D%20BAKER)</u>

Age ~64

Lives in New Castle, IN

May also go by Linda D Garza, L D Baker, Linda Pays Baker +2 more

View person report (/app/generate/person?bvid=N_MDAwMTE2ODUxNzU5&name=LINDA%20D%20BAKER)

Show less contact info

Address

101 Woodside Manor Ct

New Castle, IN 47362

(/app/generate/property?address=101%20Woodside%20Manor%20Ct.&city=New%20Castle&state=IN&zipcode=47362)

Dates seen

Sep 2012 - Aug 2023

Address

809 Melissa Chase St

New Castle, IN 47362

Overview

Case 1:23-cv-01059-JE-JPM Document 8-4 Filed 11/16/23 Page 22 of 206 PageID #: 1093

Dates seen Apr 2010 - Aug 2023

Phone number (765) 478-3821 (/app/generate/phone?phone=7654783821)

Dates seen

Phone number (765) 575-8172 (/app/generate/phone?phone=7655758172)

Dates seen

Phone number (765) 334-8108 (/app/generate/phone?phone=7653348108)

Dates seen

Is this accurate?

<u>Kathy D Walker (/app/generate/person?</u> bvid=N MDAwNDY3MDY0MTk2&name=KATHY%20D%20WALKER)

Age ~65

Lives in Portland, IN

May also go by Kathy D Lee, Kathy D Cosigner, Kathy D Lee +2 more

View person report (/app/generate/person?bvid=N_MDAwNDY3MDY0MTk2&name=KATHY%20D%20WALKER)

Show less contact info

Address

6742 W 400 S # S

Portland, IN 47371

Dates seen

Nov 1996 - Mar 2021

Address

7236 E County Road 450 N

Mooreland, IN 47360

(/app/generate/property?address=7236%20E%20County%20Road%20450%20N&city=Mooreland&state=IN&zipcode=47360)

Dates seen

Mar 2021 - Mar 2021

Phone number (765) 369-3950 (/app/generate/phone?phone=7653693950)

Dates seen

Is this accurate?

Robin M Warner (/app/generate/person? bvid=N MDAwNjU3NjEwODIy&name=ROBIN%20M%20WARNER)

Age 53

Lives in New Castle, IN

May also go by Robin M Kemp

View person report (/app/generate/person?bvid=N_MDAwNjU3NjEwODIy&name=ROBIN%20M%20WARNER)

Show less contact info

Address

2105 S 18th St

Overview

New Castle, IN 47362

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(/app/generate/property?address=2105%205%2018th%20St.&city=New%20Castle&state=IN&zipcode=47362)

Dates seen

Jul 2014 - Aug 2023

Address

2417 Greenview Ave

New Castle, IN 47362

(/app/generate/property?address=2417%20Greenview%20Ave.&city=New%20Castle&state=IN&zipcode=47362)

Dates seen

Mar 2013 - May 2015

Address

2710 High St

New Castle, IN 47362

Dates seen

Aug 1996 - Dec 2014

Is this accurate?

Robin K Moffitt (/app/generate/person? bvid=N MDAxNDEyNTQxMDY4&name=ROBIN%20K%20MOFFITT)

Age 55

Lives in Cambridge City, IN

May also go by Robin K Knose, R Moffitt

View person report (/app/generate/person?bvid=N_MDAxNDEyNTQxMDY4&name=ROBIN%20K%20MOFFITT)

Show less contact info

Address

307 W Church St

Cambridge City, IN 47327

(/app/generate/property?address=307%20W%20Church%20St.&city=Cambridge%20City&state=IN&zipcode=47327)

Dates seen

Aug 2007 - Aug 2023

Address

13672 State Road 38

Hagerstown, IN 47346

(/app/generate/property?address=13672%20State%20Road%2038&city=Hagerstown&state=IN&zipcode=47346)

Dates seen

Sep 2004 - May 2010

Phone number (765) 334-8149 (/app/generate/phone?phone=7653348149)

Dates seen

Phone number (765) 312-1063 (/app/generate/phone?phone=7653121063)

Dates seen

Is this accurate?

<u>Stacey Yvonne Knose (/app/generate/person?</u> bvid=N_MDAxNDgxNzI5NTA4&name=STACEY%20YVONNE%20KNOSE)

Age 41

Lives in Williamsburg, IN

May also go by Stacey Yvonne Laymon, Stacy Y Layman, Stacy Y Knose +2 more



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View person report (/app/generate/person?bvid=N_MDAxNDgxNzI5NTA4&name=STACEY%20YVONNE%20KNOSE)

Show less contact info

Address

10039 N Carlos Rd

Williamsburg, IN 47393

Dates seen

Mar 2020 - Aug 2023

Address

97 S Pearl St

Hagerstown, IN 47346

Dates seen

Jan 2019 - Dec 2020

Address

1725 N Jacksonburg Rd

Cambridge City, IN 47327

(/app/generate/property?address=1725%20N%20Jacksonburg%20Rd.&city=Cambridge%20City&state=IN&zipcode=47327)

Dates seen

May 2006 - Dec 2020

Phone number (765) 478-5332 (/app/generate/phone?phone=7654785332)

Dates seen

Phone number (765) 977-5806 (/app/generate/phone?phone=7659775806)

Dates seen

Is this accurate?

Roy Daniel Moffitt (/app/generate/person? bvid=N_MDAxNzUwMDEwOTkx&name=ROY%20DANIEL%20MOFFITT)

Age ~66

Lives in Milton, IN

May also go by R D Moffitt, Roy J Moffitt

View person report (/app/generate/person?bvid=N_MDAxNzUwMDEwOTkx&name=ROY%20DANIEL%20MOFFITT)

Show less contact info

Address

371 PO Box

(/app/generate/property?address=371%20Po%20Box&city=Milton&state=IN&zipcode=47357)

Dates seen

Feb 1995 - Aug 2023

Phone number (765) 541-1843 (/app/generate/phone?phone=7655411843)

Dates seen

Is this accurate?

Donna C C Moffitt (/app/generate/person? bvid=N_MDAxNzUwMTE3Njcz&name=DONNA%20C%20C%20MOFFITT)

Case 1:23-cv-01059-JE-JPM Document 8-4 Filed 11/16/23 Page 25 of 206 PageID #: 1096

Lives in Cambridge City, IN

May also go by Carolyn C Moffitt, Donna Carolyn Moffitt, Cdonna C Moffitt

View person report (/app/generate/person?bvid=N_MDAxNzUwMTE3Njcz&name=DONNA%20C%20C%20MOFFITT)

Show less contact info

Address

1706 N Jacksonburg Rd

Cambridge City, IN 47327

(/app/generate/property?address=1706%20N%20Jacksonburg%20Rd.&city=Cambridge%20City&state=IN&zipcode=47327)

Dates seen

Mar 1989 - Aug 2023

Address

300 N Perry St

Hagerstown, IN 47346

(/app/generate/property?address=300%20N%20Perry%20St.&city=Hagerstown&state=IN&zipcode=47346)

Dates seen

May 2007 - Jun 2023

Address

11 W Parkway Dr

Hagerstown, IN 47346

(/app/generate/property?address=11%20W%20Parkway%20Dr.&city=Hagerstown&state=IN&zipcode=47346)

Dates seen

Sep 2022 - Sep 2022

Phone number (765) 489-5822 (/app/generate/phone?phone=7654895822)

Dates seen

Is this accurate?

Danny J Moffitt (/app/generate/person? bvid=N_MDAxNzUxMTM4ODE3&name=DANNY%20J%20MOFFITT)

Age ~64

Lives in Cambridge City, IN

May also go by D Moffitt

View person report (/app/generate/person?bvid=N_MDAxNzUxMTM4ODE3&name=DANNY%20J%20MOFFITT)

Show less contact info

Address

307 W Church St

Cambridge City, IN 47327

Dates seen

Apr 2007 - Aug 2023

Address

1725 N Jacksonburg Rd

Cambridge City, IN 47327

(/app/generate/property?address=1725%20N%20Jacksonburg%20Rd.&city=Cambridge%20City&state=IN&zipcode=47327)

Dates seen

Aug 1989 - Jan 2017

Phone number (765) 580-0508 (/app/generate/phone?phone=7655800508)

Dates seen

Phone number (765) 478-5748 (/app/generate/phone?phone=7654785748) Overview

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Dates seen

Is this accurate?

<u>Charles D Smith (/app/generate/person?</u> <u>bvid=N MDAyMzYwNjYyMTA1&name=CHARLES%20D%20SMITH)</u>

Age 56

Lives in New Castle, IN

May also go by Charles David Smith

View person report (/app/generate/person?bvid=N_MDAyMzYwNjYyMTA1&name=CHARLES%20D%20SMITH)

Show less contact info

Address

4731 E County Road 300 N

New Castle, IN 47362

Dates seen

Mar 2021 - Mar 2023

Address

1224 Maple St

Anderson, IN 46016

(/app/generate/property?address=1224%20Maple%20St.&city=Anderson&state=IN&zipcode=46016)

Dates seen

Apr 2011 - Apr 2021

Address

1715 B St

Anderson, IN 46016

(/app/generate/property?address=1715%20B%20St.&city=Anderson&state=IN&zipcode=46016)

Dates seen

Feb 1997 - Jul 2004

Phone number (765) 617-3021 (/app/generate/phone?phone=7656173021)

Dates seen

Is this accurate?

<u>Aaron L Walker (/app/generate/person?</u> <u>bvid=N MDAyNjMyNjM2NTkx&name=AARON%20L%20WALKER)</u>

Age 50

Lives in Castle Rock, CO

May also go by Aaron Lee Walker

View person report (/app/generate/person?bvid=N_MDAyNjMyNjM2NTkx&name=AARON%20L%20WALKER)

Show less contact info

Address

4316 Prairie Rose Cir

Castle Rock, CO 80109

 $\label{lem:continuous} $$ {\rm dose}\ 20\ Cir.\&city=Castle\% 20\ Rock\&state=CO\&zipcode=80109} $$ $$ {\rm dose}\ 20\ Cir.\&city=Castle\% 20\ Rock\&state=Castle\% 20\ Rock\&state$

Dates seen

Jan 2004 - Aug 2023

Address Overview 1101 5 22nd St

Case 1:23-cv-01059-JE-JPM Document 8-4 Filed 11/16/23 Page 27 of 206 PageID #: 1098

New Castle, IN 47362
(/app/generate/property?address=1101%205%2022nd%205t.&city=New%20Castle&state=IN&zipcode=47362)

Dates seen Jan 1993 - Jun 2006

Address 4099 5 Nucla Way
Aurora, CO 80013
(/app/generate/property?address=4099%205%20Nucla%20Way.&city=Aurora&state=CO&zipcode=80013)

Dates seen Oct 2000 - Oct 2004

Phone number (303) 907-4104 (/app/generate/phone?phone=3039074104)

Dates seen -

<u>Denise I Walker I (/app/generate/person?</u> bvid=N_MDAyNjM0OTY2NzAz&name=DENISE%20I%20WALKER%20I)

Age 69

Is this accurate?

Lives in New Castle, IN

May also go by Denise I Willey I, Denise I Akers I

View person report (/app/generate/person?bvid=N_MDAyNjM0OTY2NzAz&name=DENISE%20I%20WALKER%20I)

Show less contact info

Address

113 W Western Rd

New Castle, IN 47362

(/app/generate/property?address=113%20W%20Western%20Rd.&city=New%20Castle&state=IN&zipcode=47362)

Dates seen

Aug 2003 - Aug 2023

Address

21415 Charlestown Bethlehem Rd

Charlestown, IN 47111

(/app/generate/property?address=21415%20Charlestown%20Bethlehem%20Rd.&city=Charlestown&state=IN&zipcode=47111)

Dates seen

Dec 1983 - May 2012

Address

2283 N Sulphur Springs Rd Apt R

New Castle, IN 47362

Dates seen

Nov 1980 - Sep 2009

Phone number (765) 529-7525 (/app/generate/phone?phone=7655297525)

Dates seen

Phone number (765) 533-4791 (/app/generate/phone?phone=7655334791)

Dates seen

Is this accurate?

<u>Katherine D Walker (/app/generate/person?</u> _bvid=N_MDAyNjM3MDQ1MTk5&name=KATHERINE%20D%20WALKER)

Case 1:23-cv-01059-JE-JPM Document 8-4 Filed 11/16/23 Page 28 of 206 PageID #: 1099

Lives in Carthage, IN

May also go by Katheryn D Walker, K D Walker

View person report (/app/generate/person?bvid=N_MDAyNjM3MDQ1MTk5&name=KATHERINE%20D%20WALKER)

Show less contact info

Address

35 PO Box

Carthage, IN 46115

(/app/generate/property?address=35%20Po%20Box&city=Carthage&state=iN&zipcode=46115)

Dates seen

Jun 2003 - Sep 2015

Address

2283 N Sulphur Springs Rd

New Castle, IN 47362

(/app/generate/property?address=2283%20N%20Sulphur%20Springs%20Rd.&city=New%20Castle&state=IN&zipcode=47362)

Dates seen

Dec 1991 - Mar 2010

Phone number (765) 533-4791 (/app/generate/phone?phone=7655334791)

Dates seen

Is this accurate?

William L Walker (/app/generate/person? bvid=N MDAyNjM4MDI0NTEw&name=WILLIAM%20L%20WALKER)

Age ~65

Lives in New Castle, IN

May also go by Billy Walker

View person report (/app/generate/person?bvid=N_MDAyNjM4MDI0NTEw&name=WILLIAM%20L%20WALKER)

Show less contact info

Address

2283 N Sulphur Springs Rd Apt R

New Castle, IN 47362

(/app/generate/property?address=2283%20N%20Sulphur%20Springs%20Rd.%20Apt%20R&city=New%20Castle&state=IN&zipcode=47362)

Dates seen

Jan 1992 - Jun 2023

Phone number (765) 533-4791 (/app/generate/phone?phone=7655334791)

Dates seen

Benjamin David Willey (/app/generate/person? bvid=N_MDAyNzEzNDkyNTQz&name=BENJAMIN%20DAVID%20WILLEY)

Age 46

Lives in Otisco, IN

May also go by Benjamin A Willey, Ben Willey, Benjamin D Wiley



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Show less contact info

Address

1119 Leon Prall Rd

Otisco, IN 47163

(/app/generate/property?address=1119%20Leon%20Prall%20Rd.&city=Otisco&state=IN&zipcode=47163)

Dates seen

Feb 2023 - Aug 2023

Address

5907 Bethlehem New Washington Rd

New Washington, IN 47162

Dates seen

Aug 2013 - Aug 2023

Is this accurate?

Robert A Willey (/app/generate/person? bvid=N_MDAyNzE1MzUyNzU3&name=ROBERT%20A%20WILLEY)

Age ~66

Lives in Charlestown, IN

View person report (/app/generate/person?bvid=N_MDAyNzE1MzUyNzU3&name=ROBERT%20A%20WILLEY)

Show less contact info

Address

21415 Charlestown Bethlehem Rd Apt C

Charlestown, IN 47111

(/app/generate/property?address=21415%20Charlestown%20Bethlehem%20Rd.%20Apt%20C&city=Charlestown&state=IN&zipcode=47111)

Dates seen

Dec 1992 - Aug 2023

Address

5800 Loudens Chapel Rd NW

Depauw, IN 47115

 $\label{property} $$ (\rho) = 1.00\% + 1.$

Dates seen

Apr 2010 - Sep 2014

Address

2283 N Sulphur Springs Rd Apt R

New Castle, IN 47362

(/app/generate/property? address=2283%20N%20Sulphur%20Springs%20Rd.%20Apt%20R&city=New%20Castle&state=IN&zipcode=47362)

Dates seen

May 1995 - Aug 2004

Phone number (812) 293-4432 (/app/generate/phone?phone=8122934432)

Dates seen

Is this accurate?

<u>Joshua Ryan King Baker (/app/generate/person?</u> <u>bvid=N MDkzMDcwMjc1ODM4&name=JOSHUA%20RYAN%20KING-BAKER)</u>

Age 36

Lives in New Castle, IN

May also go by Joshua King Baker, Joshua King, Baker King +4 more

Overview

 $View\ person\ report\ (/app/generate/person?bvid=N_MDkzMDcwMjc1ODM4\&name=JOSHUA\%20RYAN\%20KING-BAKER)$

Case 1:23-cv-01059-JE-JPM Document 8-4 Filed 11/16/23 Page 30 of 206 PageID #: 1101

Show less contact info

Address

549 S Messick Rd

New Castle, IN 47362

(/app/generate/property?address=549%20S%20Messick%20Rd.&city=New%20Castle&state=IN&zipcode=47362)

Dates seen

Nov 2021 - Aug 2023

Address

150 N Pearl St

Hagerstown, IN 47346

(/app/generate/property?address=150%20N%20Pearl%20St.&city=Hagerstown&state=IN&zipcode=47346)

Dates seen

Feb 2015 - Jun 2023

Address

301B Glenwood Dr

New Castle, IN 47362

Dates seen

Mar 2017 - Nov 2022

Is this accurate?

Michael Aaron Knose (/app/generate/person? bvid=N_MTAyNTIwNzE1MTQ2&name=MICHAEL%20AARON%20KNOSE)

Age 35

Lives in New Paris, OH

May also go by Micheal A Knose, M Knose, Micheal P Knose +1 more

View person report (/app/generate/person?bvid=N_MTAyNTIwNzE1MTQ2&name=MICHAEL%20AARON%20KNOSE)

Show less contact info

Address

9034 Smyrna Rd

New Paris, OH 45347

(/app/generate/property?address=9034%20Smyrna%20Rd.&city=New%20Paris&state=OH&zipcode=45347)

Dates seen

Apr 2020 - Aug 2023

Address

616 N Barron St

Eaton, OH 45320

(/app/generate/property?address=616%20N%20Barron%20St.&city=Eaton&state=OH&zipcode=45320)

Dates seen

Jun 2022 - Oct 2022

Address

307 W Church St

Cambridge City, IN 47327

 $\label{lapp:condition} $$ \frac{1}{app/generate/property?address=307\%20W\%20Church\%20St.\&city=Cambridge\%20City\&state=IN\&zipcode=47327)$ $$ \frac{1}{app/generate/property?address=307\%20City\&state=IN\&zipcode=47327)$ $$ \frac{1}{app/generate/property?address=307\%20City\&state=IN\&zipcode=47327)$ $$ \frac{1}{app/generate/property?address=307\%20City\&state=17320City\&state=17$

Dates seen

May 2019 - Aug 2021

Phone number (765) 478-5332 (/app/generate/phone?phone=7654785332)

Dates seen

is this accurate?



Amanda Cripe (/app/generate/person? bvid=N_MTkwMzM1Mjk3OTE2&name=AMANDA%20CRIPE)

Age N/A

Lives in Decatur, IN

May also go by Amanda M Baker

View person report (/app/generate/person?bvid=N_MTkwMzM1Mjk3OTE2&name=AMANDA%20CRIPE)

Show less contact info

Address

331 Mercer Ave

Decatur, IN 46733

(/app/generate/property?address=331%20Mercer%20Ave.&city=Decatur&state=IN&zipcode=46733)

Dates seen

Jul 2022 - Aug 2023

Address

311 Greenbriar Dr

Bluffton, IN 46714

(/app/generate/property?address=311%20Greenbriar%20Dr.&city=Bluffton&state=IN&zipcode=46714)

Dates seen

Apr 2022 - Jul 2022

Phone number (260) 301-9519 (/app/generate/phone?phone=2603019519)

Dates seen

Is this accurate?

Possible Neighbors

Aferts

•••

Stephanie Danielle Murray (/app/generate/person? bvid=N MDAyMjk3MzA3NDIz&name=STEPHANIE%20DANIELLE%20MURRAY)

Age 48

Lives in Cambridge City, IN

View person report (/app/generate/person?bvid=N_MDAyMjk3MzA3NDIz&name=STEPHANIE%20DANIELLE%20MURRAY)

Show less contact info

Address

1775 N Jacksonburg Rd

Cambridge City, IN 47327

(/app/generate/property? address=1775%20N%20 Jacksonburg%20 Rd. & city=Cambridge%20 City& state=IN& zipcode=47327) Address=1775%20N%20 Jacksonburg%20 Rd. & city=Cambridge%20 City& state=IN& zipcode=47327) Address=1775%20 Rd. & city=Cambridge%20 Rd. &

Dates seen

Oct 2001 - May 2023

Is this accurate?

Jessica Estefania Perez (/app/generate/person?

byid=N_MTkzMTA5MTlwOTI0&name=JESSICA%20ESTEFANIA%20PEREZ)

Age N/A

Case 1:23-cv-01059-JE-JPM Document 8-4 Filed 11/16/23 Page 32 of 206 PageID #: 1103

Lives in Cambridge City, IN

View person report (/app/generate/person?bvid=N_MTkzMTA5MTIwOTI0&name=JESSICA%20ESTEFANIA%20PEREZ)

Show less contact info

Address

1775 N Jacksonburg Rd

Cambridge City, IN 47327

Dates seen

Oct 2001 - May 2023

Is this accurate?

<u>Caroll Warden Thomas Jr (/app/generate/person?</u> <u>bvid=N MDAyNTA4MDc0Mjgx&name=CAROLL%20WARDEN%20THOMAS%20JR)</u>

Age 68

Lives in Cambridge City, IN

 $View\ person\ report\ (/app/generate/person?bvid=N_MDAyNTA4MDc0Mjgx\&name=CAROLL\%20WARDEN\%20THOMAS\%20JR)$

Show less contact info

Address

1775 N Jacksonburg Rd

Cambridge City, IN 47327

(/app/generate/property?address=1775%20N%20Jacksonburg%20Rd.&city=Cambridge%20City&state=IN&zipcode=47327)

Dates seen

Oct 2001 - May 2023

Is this accurate?

<u>Judy K Thomas (/app/generate/person?</u> <u>bvid=N_MDAwMTE2NjM4ODU5&name=JUDY%20K%20THOMAS)</u>

Age 64

Lives in Cambridge City, IN

View person report (/app/generate/person?bvid=N_MDAwMTE2NjM4ODU5&name=JUDY%20K%20THOMAS)

Show less contact info

Address

1775 N Jacksonburg Rd

Cambridge City, IN 47327

Dates seen

Oct 2001 - May 2023

Is this accurate?

<u>Epolita L Delbosque (/app/generate/person?</u> <u>bvid=N MDAwMjQxNzlwMTQ5&name=EPOLITA%20L%20DELBOSQUE)</u>



Lives in Cambridge City, IN

Case 1:23-cv-01059-JE-JPM Document 8-4 Filed 11/16/23 Page 33 of 206 PageID #: 1104

View person report (/app/generate/person?bvid=N_MDAwMjQxNzIwMTQ5&name=EPOLITA%20L%20DELBOSQUE)

Show less contact info

Address

1775 N Jacksonburg Rd

Cambridge City, IN 47327

(/app/generate/property? address=1775%20N%20 Jacksonburg%20 Rd. & city=Cambridge%20 City& state=IN& zipcode=47327) Address=1775%20 Rd. & city=Cambridge%20 Rd

Dates seen

Oct 2001 - May 2023

Is this accurate?

Possible Criminal or Traffic

Alerts

Search county jurisdictions for digitized Criminal or Traffic Records

Where do these sources of criminal data come from?

Search for digitized records

Things you should know

 $Been Verified \ searches \ criminal \ or \ traffic \ records \ from \ thousands \ of \ jurisdictions \ that \ have \ digitized \ records.$

Believe it or not, there are still many counties in the United States that haven't made their records digitally available—and many others are only partially digitized. It is possible that records may exist that cannot be accessed digitaly.

Possible Bankruptcies

Alerts

Search for digitized Bankruptcy Records

Search for digitized records

Note that older records from the early 1990s and prior are not digitized and as such, cannot be found electronically.

PLEASE BE ADVISED: Bankruptcy information contained in our reports may not always be 100% up-to-date, accurate or complete, since data is pulled from records maintained by various state, county, municipal and other agencies and their contents may not be fully digitized, updated or comprehensive. Accordingly, please use our results as a possible reference point only and certainly no substitute for your own due diligence.

Possible Jobs

Alerts

Learn more





Coldwell Banker

(/app/search/contact?company=coldwell%20banker)

Search other employees (/app/search/contact?company=coldwell%20banker)

Is this accurate?

SHELL

(/app/search/contact?company=SHELL)

Search other employees (/app/search/contact?company=SHELL)

Is this accurate?



Try the Contact Pro Search!

Search for individuals based on employment history, job title, experience level and more to see known and derived contact information

Begin Searching

(/app/search/contact)

Possible Education

Alerts

(---

No other possible education associated with Tanya Darlene Erb found. Please note that the absence of any information or results within our reports may not necessarily be 100% accurate, complete or up to date, so please do not use it in lieu of your own due diligence.

Possible Social Media

Alects

No other possible social media associated with Tanya Darlene Erb found. Please note that the absence of any information or results within our reports may not necessarily be 100% accurate, complete or up to date, so please do not use it in lieu of your own due diligence.



Possible Owned Assets

•••

Alerts

Learn more

Exact match assets only 6

Estimated total value

BeenVerified(

Access thousands in rewards!



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Licenses and Permits

UCC filings

Notices filed by lenders to indicate an interest in Tanya's personal property or collateral

BONUS

DEA Licenses

Licensing for health care providers that enables the handling of controlled substances

BONUS

Weapons Permits

Permits that may be required to carry or possess firearms and other weapons

BONUS

Business Affiliations

Business filings associated with Tanya, which may contain Tanya's title and status

PONUS

Professional Licenses

Licensing to professionally practice in fields such as health care, legal and construction, among others



| Piloting Licenses FAA certification details may include certification level, type and status Other sites charge up to \$20 dollars per report to search for sensitive data like licences and permits Click below to search our premium data sources for this report for free View FREE BONUS DATA Notes Dearn more Add a note here Add a note Suggestions for You Curious to find out even more about Tanya? Looking into people, addresses and contacts associated with Tanya Erb may yield even more Insights Joseph Mark Moffitt (/app/generate/person? bvid=N MDAxNzQ5OTE5MzYw&name=JOSEPH%20MARK%20MOFFITT&trackingName=from% |
|--|
| Other sites charge up to \$20 dollars per report to search for sensitive data like licences and permits Click below to search our premium data sources for this report for free View FREE BONUS DATA Notes Dearn more Add a note here Add a note Curious to find out even more about Tanya? Looking into people, addresses and contacts associated with Tanya Erb may yield even more insights Joseph Mark Moffitt (/app/generate/person? |
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| Curious to find out even more about Tanya? Looking into people, addresses and contacts associated with Tanya Erb may yield even more insights Loseph Mark Moffitt (/app/generate/person? |
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| Looking into people, addresses and contacts associated with Tanya Erb may yield even more insights Joseph Mark Moffitt (/app/generate/person? |
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| 20curious) |
| Immediate Relative |
| View person report |
| (/app/generate/person?bvid=N_MDAxNzQ5QTE5MzYw&name=JOSEPH%20MARK%20MQFFITT&trackingName=from%20curious) |
| |
| Teddy Eugene Erb |
| (/app/generate/person? |
| bvid=N_MDAwNzUzMjUyNjE2&name=TEDDY%20EUGENE%20ERB&trackingName=from%20cu |
| <u>rious)</u> |
| Immediate Relative |
| View person report |
| (/app/generate/person?bvid=N_MDAwNzUzMjUyNjE2&name=TEDDY%20EUGENE%20ERB&trackingName=from%20curious) |
| |
| Overview |

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Case 1:23-cv-01059-JE-JPM Document 8-4 Filed 11/16/23 Page 37 of 206 PageID #: 1108 1725 N Jacksonburg Rd. # 47327 Cambridge City, IN 47327 (/app/generate/property? address=1725%20N%20Jacksonburg%20Rd.%20%23%2047327&city=Cambridge%20City&state=IN&trackingName=from%20curious&zipcode=47327)

Related Address

View property report (/app/generate/property?address=1725%20N%20Jacksonburg%20Rd.%20%23%2047327&city=Cambridge%20City&state=IN

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First name

City

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PEOPLE PHONE PROPERTY EMAIL SOCIAL MEDIA CONTACT PRO VEHICLE

M.I. Last name

All Age

Search

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- support@beenverified.com (mailto:support@beenverified.com) Available 24 hours
- Your Member ID is 886424685

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 - Careers (https://www.beenverified.com/careers)
 - Press (https://www.beenverified.com/press)
- Request API Access (https://docs.google.com/forms/d/e/1FAIpQLScugCNnjhri8oJkTf6SqaPigmlWRviTcVewj55RsyhS-l3Pqw/viewform)
- Request Custom Plan (https://docs.google.com/forms/d/e/1FAlpQLSdsuNU5p7oD3CX3VvEMrBP1kvG3AodnhSvDytnb36rDVpcpxg/viewform)

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(https://apps.apple.com/us/app/beenverified-background-check/id342585873?utm_source=beenverified&utm_medium=internal&utm_campaign=)

 $(https://play.google.com/store/apps/details?id=com.beenverified.android\&hl=en_US\&utm_source=beenverified\&utm_medium=internal\&utm_campaign=)$

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Save

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⊫ List

··· More

Jared R Junkin

Age 36 years old

Born January 1987

Location Hagerstown, IN

Aliases Jared Junkin, Jared Russell Junkin View 2 more

Add to Address Book

Monitor this report to receive updates

Turn monitoring on

| | The state of the s |
|--|--|
| ligh Confidence Data Only 🚱 | ✓ |
| ₱ 150 N Pearl St Hagerstown, IN 47346 | View 3 more |
| ~ (765) 541-9495 | View 2 more |
| ✓ KITWITISSUES@AOL.COM | View 1 more |
| 8 relatives found NOTE: Spouses may appear as relatives | <u>View relatives</u> |
| Check for Criminal or Traffic records | <u>Learn more</u> |
| ◀ 3 social networks identified | <u>View details</u> |
| No photos found | A |



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Possible Phone Numbers

Alerts

•••

Learn more

✓ Best phone number match

(765) 541-9495 (/app/generate/phone?

phone=7655419495&referringBvid=N MDAzMTU1NTc3NDc3)

Phone type Mobile

View phone report (/app/generate/phone?phone=7655419495&referringBvid=N_MDAzMTU1NTc3NDc3)

Is this accurate?

Higher Confidence

(765) 312-1089 (/app/generate/phone? phone=7653121089&referringBvid=N_MDAzMTU1NTc3NDc3)

Dates seen Mar 2005 - Aug 2023

View phone report (/app/generate/phone?phone=7653121089&referringBvid=N_MDAzMTU1NTc3NDc3)

Is this accurate?

Higher Confidence

(765) 334-8116 (/app/generate/phone? phone=7653348116&referringBvid=N MDAzMTU1NTc3NDc3)

Dates seen May 2001 - Jun 2011

View phone report (/app/generate/phone?phone=7653348116&referringBvid=N_MDAzMTU1NTc3NDc3)

Is this accurate?

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| Possible Emails | Alerts |
|---|--------|
| Personal Emails (2) | |
| kitwitissues@aol.com (/app/generate/email?email=kitwitissues%40aol.com) 	✔ Best email address match | |
| Last seen: 10/04/2023 | |
| jade_831@live.com (/app/generate/email?email=jade_831%40live.com) Higher Confidence | |

Possible Address History

Alerts

Learn more

4 addresses identified

✓ Best address match

150 N Pearl St

Hagerstown, IN 47346

(/app/generate/property?

address=150%20N%20Pearl%20St.&city=Hagerstown&state=IN&zipcode=47346)

Dates seen Dec 2008 - Feb 2023

 $Search\ this\ property\ (/app/generate/property? address=150\%20N\%20Pearl\%20St.\&city=Hagerstown\&state=IN\&zipcode=47346)$

Is this accurate?

Higher Confidence

500 W Main St

Cambridge City, IN 47327

(/app/generate/property?

address=500%20W%20Main%20St.&city=Cambridge%20City&state=IN&zipcode=47327)

Dates seen May 2007 - Apr 2010

 $Search\ this\ property\ (/app/generate/property? address=500\%20W\%20Main\%20St.\&city=Cambridge\%20City\&state=IN\&zipcode=47327)$

Is this accurate?

Higher Confidence

617 W Colonial Dr New Castle, IN 47362



Dates seen Nov 2012

Is this accurate?

Higher Confidence

438 W Main St

Cambridge City, IN 47327

(/app/generate/property?

address=438%20W%20Main%20St.&city=Cambridge%20City&state=IN&zipcode=47327)

Address type Old

Dates seen Mar 2005

Search this property (/app/generate/property?address=438%20W%20Main%20St.&city=Cambridge%20City&state=IN&zipcode=47327)

Is this accurate?

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Possible Relatives

•••

Alerts

Learn more

Samantha Vance Vance (/app/generate/person? bvid=N MDg2MTUxMDYxOTMz&name=SAMANTHA%20VANCE%20VANCE)

Age 29

Lives in Hagerstown, IN

May also go by Samantha N Baney

View person report (/app/generate/person?bvid=N_MDg2MTUxMDYxOTMz&name=SAMANTHA%20VANCE%20VANCE)

Show less contact info

Address

150 N Pearl St

Hagerstown, IN 47346

(/app/generate/property?address=150%20N%20Pearl%20St.&city=Hagerstown&state=IN&zipcode=47346)

Dates seen

Dec 2014 - Jun 2023

Address

330 Lincoln St Apt 1

Sterling, CO 80751

(/app/generate/property?address=330%20Lincoln%20St.%20Apt%201&city=Sterling&state=CO&zipcode=80751)

Dates seen

Mar 2019 - Feb 2022

Address

1808 W 15th St

Muncie, IN 47302

(/app/generate/property?address=1808%20W%2015th%20St.&city=Muncie&state=IN&zipcode=47302)

Dates seen

Feb 2018 - Feb 2020

Show less relatives

Toni L Copeland (/app/generate/person? bvid=N_MDAwNTEwNjUwNjM1&name=TONI%20L%20COPELAND)

Age 53

Lives in Muncie, IN

May also go by Toni L Vance

View person report (/app/generate/person?bvid=N_MDAwNTEwNjUwNjM1&name=TONI%20L%20COPELAND)

Show less contact info

Address

1611 E 24th St

Muncie, IN 47302

(/app/generate/property?address=1611%20E%2024th%20St.&city=Muncie&state=IN&zipcode=47302)

Dates seen

Mar 1997 - Feb 2019

Address

119 E Jay St

Dunkirk, IN 47336

(/app/generate/property?address=119%20E%20Jay%20St.&city=Dunkirk&state=IN&zipcode=47336)

Dates seen

May 2009 - Apr 2015

Address

722 S Hackley St

Muncie, IN 47302

Dates seen

Oct 2004 - Jan 2011

Phone number (765) 288-0847 (/app/generate/phone?phone=7652880847)

Dates seen

Phone number (765) 741-8639 (/app/generate/phone?phone=7657418639)

Dates seen

Barry A Vance (/app/generate/person? bvid=N MDAyNTkwMzk5NzEw&name=BARRY%20A%20VANCE)

Age 54

Lives in Hillsboro, KY

May also go by Alan Vance, B Alan Vance, Berry Vance +1 more

View person report (/app/generate/person?bvid=N_MDAyNTkwMzk5NzEw&name=BARRY%20A%20VANCE)

Show less contact info

Address

180 Maxey Flat Rd Apt 3

Hillsbora, KY 41049

Dates seen

Jul 2022 - Aug 2023

Address

3108 S Chippewa Ln

Muncie, IN 47302

(/app/generate/property?address=3108%205%20Chippewa%20Ln.&city=Muncie&state=IN&zipcode=47302)

Overview

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Dates seen Jun 2015 - Jun 2023

Address 2216 N Rosewood Ave

Muncie, IN 47304

Dates seen Aug 2013 - Aug 2015

<u>Cheryl L Hertle (/app/generate/person?</u> bvid=N_MDAxMTE5NTI0MDUw&name=CHERYL%20L%20HERTLE)

Age 54

Lives in Muncie, IN

May also go by Cheryl L Vance, Sheryl Hamblin

View person report (/app/generate/person?bvid=N_MDAxMTE5NTI0MDUw&name=CHERYL%20L%20HERTLE)

Show less contact info

Address 112 S Keystone Cir

Muncie, IN 47303

(/app/generate/property?address=112%20S%20Keystone%20Cir.&city=Muncie&state=IN&zipcode=47303)

Dates seen Aug 2022 - Aug 2023

Address 1904 W Jackson St Apt 2

Muncie, IN 47303

Dates seen Aug 2019 - Jun 2023

Address 3108 S Chippewa Ln

Muncie, IN 47302

Dates seen Feb 2016 - Mar 2023

Phone number (765) 288-4748 (/app/generate/phone?phone=7652884748)

Dates seen

Phone number (765) 215-5378 (/app/generate/phone?phone=7652155378)

Dates seen

Is this accurate?

<u>Kelly Faith Call (/app/generate/person?</u> <u>bvid=N_MDAxMjk0ODQ1OTEz&name=KELLY%20FAITH%20CALL)</u>

Age 56

Lives in Cambridge City, IN

May also go by Kelly F Junkin, Call Kelly

View person report (/app/generate/person?bvid=N_MDAxMjk0ODQ1OTEz&name=KELLY%20FAITH%20CALL)

Case 1:23-cv-01059-JE-JPM Document 8-4 Filed 11/16/23 Page 45 of 206 PageID #: 1116

438 W Main St Address

Cambridge City, IN 47327

(/app/generate/property?address=438%20W%20Main%20St.&city=Cambridge%20City&state=IN&zipcode=47327)

Dates seen

Address

363 S Brick Church Rd

Cambridge City, IN 47327

Dates seen

Apr 2017 - Feb 2019

Phone number (765) 541-9950 (/app/generate/phone?phone=7655419950)

Dates seen

Phone number (765) 478-6737 (/app/generate/phone?phone=7654786737)

Dates seen

Show less relatives

Franklin E Call (/app/generate/person? bvid=N MDAwMzUxMDkwMTA2&name=FRANKLIN%20E%20CALL)

Age 59

Lives in Cambridge City, IN

May also go by Franklin Eli Call, Frank E Call, Franklin E Calljr +1 more

View person report (/app/generate/person?bvid=N_MDAwMzUxMDkwMTA2&name=FRANKLIN%20E%20CALL)

Show less contact info

Address

438 W Main St

Cambridge City, IN 47327

(/app/generate/property?address=438%20W%20Main%20St.&city=Cambridge%20City&state=IN&zipcode=47327)

Dates seen

Nov 1996 - Aug 2023

Address

5773 E County Road 700 S

Straughn, IN 47387

(/app/generate/property?address=5773%20E%20County%20Road%20700%20S&city=Straughn&state=IN&zipcode=47387)

Dates seen

Jul 2021 - Apr 2022

Address

404 N 13th St

Richmond, IN 47374

(/app/generate/property?address=404%20N%2013th%20St.&city=Richmond&state=IN&zipcode=47374)

Dates seen

Feb 2018 - Sep 2018

Phone number (765) 541-9950 (/app/generate/phone?phone=7655419950)

Dates seen

Crystal Elain Call (/app/generate/person? bvid=N_MTQ4NzgyNzM3OTkw&name=CRYSTAL%20ELAIN%20CALL)

Age 34 Overview Lives in Straughn, IN

Case 1:23-cv-01059-JE-JPM Document 8-4 Filed 11/16/23 Page 46 of 206 PageID #: 1117

May also go by Crystal Elain Moore, Cyrstal Call

View person report (/app/generate/person?bvid=N_MTQ4NzgyNzM3OTkw&name=CRYSTAL%20ELAIN%20CALL)

Show less contact info

Address

5773 E County Road 700 S

Straughn, IN 47387

(/app/generate/property?address=5773%20E%20County%20Road%20700%20S&city=Straughn&state=IN&zipcode=47387)

Dates seen

Jul 2016 - Aug 2023

Address

203 W Front St CC

Cambridge City, IN 47327

Dates seen

May 2010 - Jan 2019

Address

438 W Main St

Cambridge City, IN 47327

(/app/generate/property?address=438%20W%20Main%20St.&city=Cambridge%20City&state=IN&zipcode=47327)

Dates seen

Mar 2016 - Jul 2016

Phone number (765) 541-9439 (/app/generate/phone?phone=7655419439)

Dates seen

Phone number (765) 541-9950 (/app/generate/phone?phone=7655419950)

Dates seen

Is this accurate?

Michael Jay Junkin (/app/generate/person? bvid=N MDAxMjk0NzY3MTMx&name=MICHAEL%20JAY%20JUNKIN)

Age 53

Lives in Cambridge City, IN

May also go by Michael J Morgan, Mihcale J Junkim

View person report (/app/generate/person?bvid=N_MDAxMjk0NzY3MTMx&name=MICHAEL%20JAY%20JUNKIN)

Show less contact info

Address

611 S 5th St

Cambridge City, IN 47327

(/app/generate/property?address=611%20S%205th%20St.&city=Cambridge%20City&state=IN&zipcode=47327)

Dates seen

Jan 1999 - Aug 2023

Address

103 PO Box

Milton, IN 47357

(/app/generate/property?address=103%20Po%20Box&city=Milton&state=IN&zipcode=47357)

Dates seen

Apr 2015 - Apr 2015

Show less relatives



Marcia L Morgan (/app/generate/person? bvid=N_MDAxNzUyMzQ0MTk3&name=MARCIA%20L%20MORGAN)

Age 61

Lives in Milton, IN

May also go by Marcia L Moistner, Marsha L Moistner, Marsha L Morgan +2 more

View person report (/app/generate/person?bvid=N_MDAxNzUyMzQ0MTk3&name=MARCIA%20L%20MORGAN)

Show less contact info

Address

103 PO Box

Milton, IN 47357

(/app/generate/property?address=103%20Po%20Box&city=Milton&state=IN&zipcode=47357)

Dates seen

Apr 2015 - Aug 2023

Address

207 N 17th St

Richmond, IN 47374

(/app/generate/property?address=207%20N%2017th%20St.&city=Richmond&state=IN&zipcode=47374)

Dates seen

Dec 2020 - May 2023

Is this accurate?

<u>John H Junkin (/app/generate/person?</u> <u>bvid=N_MDAxMjk0MDUzOTA1&name=JOHN%20H%20JUNKIN)</u>

Age 62

Lives in Lawrenceburg, KY

May also go by John J Junkin Jr, John Junkins, John N Junkin

View person report (/app/generate/person?bvid=N_MDAxMjk0MDUzOTA1&name=JOHN%20H%20JUNKIN)

Show less contact info

Address

222 Gailane St

Lawrenceburg, KY 40342

(/app/generate/property?address=222%20Gallane%20St.&city=Lawrenceburg&state=KY&zipcode=40342)

Dates seen

Jan 2014 - Aug 2023

Address

601 Montana Ave

Louisville, KY 40208

(/app/generate/property?address=601%20Montana%20Ave.&city=Louisville&state=KY&zipcode=40208)

Dates seen

Mar 2017 - Dec 2019

Phone number (502) 409-9840 (/app/generate/phone?phone=5024099840)

Dates seen

Show less relatives

| Jeana B Harris (/app/generate/person? |
| Oppvite N MDAwMTExNzc3NTM1&name=JEANA%20B%20HARRIS)

Case 1:23-cv-01059-JE-JPM Document 8-4 Filed 11/16/23 Page 48 of 206 PageID #: 1119

Age 58

Lives in Louisville, KY

May also go by Jeana Junkin, Jeana C Harris, Jeana C Bailey +1 more

View person report (/app/generate/person?bvid=N_MDAwMTExNzc3NTM1&name=JEANA%20B%20HARRIS)

Show less contact info

Address

601 Montana Ave

Louisville, KY 40208

(/app/generate/property?address=601%20Montana%20Ave.&city=Louisville&state=KY&zipcode=40208)

Dates seen

Sep 2017 - Aug 2023

Address

222 Gailane St

Lawrenceburg, KY 40342

(/app/generate/property?address=222%20Gailane%20St.&city=Lawrenceburg&state=KY&zipcode=40342)

Dates seen

Nov 2019 - Aug 2021

Address

335 Old Virginia Ave Apt 1

Lexington, KY 40504

Dates seen

Oct 2015 - Oct 2018

Phone number (859) 368-0008 (/app/generate/phone?phone=8593680008)

Dates seen

John J Junkin (/app/generate/person? bvid=N MDAxMjk0NTMzNTA3&name=JOHN%20J%20JUNKIN)

Deceased at age ~69 on Nov 1998

Lived in Lexington, KY

View person report (/app/generate/person?bvid=N_MDAxMjk0NTMzNTA3&name=JOHN%20J%20JUNKIN)

Show less contact info

Address

229 Sherman Ave

Lexington, KY 40502

(/app/generate/property?address=229%20Sherman%20Ave.&city=Lexington&state=KY&zipcode=40502)

Dates seen

Sep 1998 - Jun 2023

Address

802 Sunset Dr

Lexington, KY 40502

(/app/generate/property?address=802%20Sunset%20Dr.&city=Lexington&state=KY&zipcode=40502)

Dates seen

Jun 1997 - Mar 2008

Phone number (859) 266-9861 (/app/generate/phone?phone=8592669861)

Dates seen

Is this accurate?

Overview

Phillip Blake Junkin (/app/generate/person? bvid=N_MTkxNzc4Njc3MTk1&name=PHILLIP%20BLAKE%20JUNKIN)

Age 27

Lives in Lexington, KY

View person report (/app/generate/person?bvid=N_MTkxNzc4Njc3MTk1&name=PHILLIP%20BLAKE%20JUNKIN)

Show less contact info

Address

1038 Strader Dr

Lexington, KY 40505

Dates seen

Aug 2020 - Aug 2023

Address

500 Kimberly Dr

Winchester, KY 40391

(/app/generate/property?address=500%20Kimberly%20Dr.&city=Winchester&state=KY&zipcode=40391)

Dates seen

Feb 2015 - Jun 2023

Address

375 Bucoto Ct

Lexington, KY 40504

(/app/generate/property?address=375%20Bucoto%20Ct.&city=Lexington&state=KY&zipcode=40504)

Dates seen

Apr 2019 - Jun 2021

Show less relatives

Rebecca Lee Junkin (/app/generate/person? bvid=N MDAxMjk0NjYzMTQy&name=REBECCA%20LEE%20JUNKIN)

Age 60

Lives in Winchester, KY

May also go by Rebecca L Pike, Rebecca L Gibson, Rebecca L Pikejunkin +9 more

View person report (/app/generate/person?bvid=N_MDAxMjk0NjYzMTQy&name=REBECCA%20LEE%20JUNKIN)

Show less contact info

Address

500 Kimberly Dr

Winchester, KY 40391

Dates seen

Apr 2014 - Aug 2023

Address

229 Sherman Ave

Lexington, KY 40502

(/app/generate/property?address=229%205herman%20Ave.&city=Lexington&state=KY&zipcode=40502)

Dates seen

Sep 1998 - May 2014

Phone number (859) 644-5035 (/app/generate/phone?phone=8596445035)

Dates seen

Is this accurate?

Allison E Junkin (/app/generate/person? bvid=N_MTk1NjY0NjE0MDQx&name=ALLISON%20E%20JUNKIN)

Age 25

Lives in Richmond, IN

View person report (/app/generate/person?bvid=N_MTk1NjY0NjE0MDQx&name=ALLISON%20E%20JUNKIN)

Show less contact info

Address

511 N 18th St

Richmond, IN 47374

(/app/generate/property?address=511%20N%2018th%20St.&city=Richmond&state=IN&zipcode=47374)

Dates seen

Nov 2022 - Dec 2022

Address

103 PO Box

Milton, IN 47357

(/app/generate/property?address=103%20Po%20Box&city=Milton&state=IN&zipcode=47357)

Dates seen

Oct 2017 - Nov 2022

Address

1026 S 23rd St Apt 127

Richmond, IN 47374

(/app/generate/property?address=1026%205%2023rd%205t.%20Apt%20127&city=Richmond&state=IN&zipcode=47374)

Dates seen

Aug 2020 - May 2021

Is this accurate?

<u>Charissa E Junkin (/app/generate/person?</u> <u>bvid=N_MDAwMDgyNzQwMTgy&name=CHARISSA%20E%20JUNKIN)</u>

Age 59

Lives in Lexington, KY

May also go by Charissa Elise Arnold, Arnold Charissa Junkin, Charissa E Carnes +2 more

View person report (/app/generate/person?bvid=N_MDAwMDgyNzQwMTgy&name=CHARISSA%20E%20JUNKIN)

Show less contact info

Address

2914 Clays Mill Rd

Lexington, KY 40503

Dates seen

Jun 1987 - Aug 2023

Address

629 N Broadway

Lexington, KY 40508

(/app/generate/property?address=629%20N%20Broadway&city=Lexington&state=KY&zipcode=40508)

Dates seen

Jan 2005 - Jan 2005

Overview

Case 1:23-cv-01059-JE-JPM Document 8-4 Filed 11/16/23 Page 51 of 206 PageID #: 1122

Address

200 Little Stoner Rd

Winchester, KY 40391

Dates seen

Jun 2001 - Dec 2003

Phone number (859) 276-3019 (/app/generate/phone?phone=8592763019)

Dates seen

Show less relatives

<u>Paul M Young (/app/generate/person?</u> <u>bvid=N MDAyNzg4NjcxNzkx&name=PAUL%20M%20YOUNG)</u>

Age 61

Lives in Lexington, KY

View person report (/app/generate/person?bvid=N_MDAyNzg4NjcxNzkx&name=PAUL%20M%20YOUNG)

Show less contact info

Address

2914 Clays Mill Rd

Lexington, KY 40503

(/app/generate/property?address=2914%20Clays%20Mill%20Rd.&city=Lexington&state=KY&zipcode=40503)

Dates seen

Nov 2005 - Aug 2023

Address

6014 Lauren Ln

Richmond, KY 40475

Dates seen

Jul 2022 - Jul 2022

Address

571 W Short St Apt 6

Lexington, KY 40507

Dates seen

Sep 2000 - Jul 2018

Phone number (859) 276-3019 (/app/generate/phone?phone=8592763019)

Dates seen

<u>Amber N Howard (/app/generate/person?</u> bvid=N MTU4MzQwNDE2MDc3&name=AMBER%20N%20HOWARD)

Age 38

Lives in Lexington, KY

May also go by Amber N Junkin

View person report (/app/generate/person?bvid=N_MTU4MzQwNDE2MDc3&name=AMBER%20N%20HOWARD)

Show less contact info

Address

2914 Clays Mill Rd

Lexington, KY 40503

Overview

(/app/generate/property?address=2914%20Clays%20Mill%20Rd.&city=Lexington&state=KY&zipcode=40503)

Case 1:23-cv-01059-JE-JPM Document 8-4 Filed 11/16/23 Page 52 of 206 PageID #: 1123

Dates seen Aug 2011 - Aug 2023

Address 320 N Lewis St

Dawson, IL 62520

(/app/generate/property?address=320%20N%20Lewis%20St.&city=Dawson&state=1L&zipcode=62520)

Dates seen Mar 2010 - Dec 2015

Address 161 PO Box

Dawson, IL 62520

(/app/generate/property?address=161%20Po%20Box&city=Dawson&state=IL&zipcode=62520)

Dates seen Jul 2004 - Jul 2004

Phone number (859) 276-3019 (/app/generate/phone?phone=8592763019)

Dates seen

Phone number (217) 364-4842 (/app/generate/phone?phone=2173644842)

Dates seen

<u>Michael John Junkin (/app/generate/person?</u> bvid=N_MTU0OTc5ODExMDI3&name=MICHAEL%20JOHN%20JUNKIN)

Age 35

Lives in Lexington, KY

May also go by Mike Junkin

View person report (/app/generate/person?bvid=N_MTU0OTc5ODExMDI3&name=MICHAEL%20JOHN%20JUNKIN)

Show less contact info

Address

2914 Clays Mill Rd

Lexington, KY 40503

Dates seen

May 2008 - Aug 2023

Phone number (859) 276-3019 (/app/generate/phone?phone=8592763019)

Dates seen

Is this accurate?

Rebecca Junkin (/app/generate/person? bvid=N_MDAzMjI2MDc3NjM1&name=REBECCA%20JUNKIN)

Age N/A

Lives in Lexington, KY

View person report (/app/generate/person?bvid=N_MDAzMjI2MDc3NjM1&name=REBECCA%20JUNKIN)

Show less contact info

Address Overview 229 Sherman Ave

Lexington, KY 40502

| | man aka ka |
|--|---|
| ossible Marriage & Divorce Records | |
| No possible marriage $\&$ divorce records found. Please note that the abser 100% accurate, complete or up to date, so please do not use it in lieu of your contraction of the second sec | nce of any information or results within our reports may not necessarily be our own due diligence. |
| omos S. Ansostru | (|
| earn more | Alerts |
| ared | |
| rom the Hebrew name אין: (Yared) or אין: (Yered) meaning "descent". This is the name of ame since the Protestant Reformation, and it was popularized in the 1960s by the ch | |
| age: English, Biblical | |
| nfo provided by behindthename.com (https://www.behindthename.com/) | |
| opularity of the name Jared over time | |
| Jared was the | |
| 58th most common name of 1987 | |
| ort name popularity by gender | |
| Maie | Female |
| elect a year | |
| 1987 | |
| | |
| | |
| | |
| ssible Associates | Alerts |

Case 1:23-cv-01059-JE-JPM Document 8-4 Filed 11/16/23 Page 53 of 206 PageID #: 1124

Jul 2001 - Dec 2021

Dates seen

Is this accurate?

្នាំ ថ្ងៃខុតរារាស្ត្រភាពbridge City, IN May also go by Franklin Eli Call, Frank E Call, Franklin E Calljr **+1 more**

Age 59

Franklin E Call (/app/generate/person?

bvid=N_MDAwMzUxMDkwMTA2&name=FRANKLIN%20E%20CALL)

Case 1:23-cv-01059-JE-JPM Document 8-4 Filed 11/16/23 Page 54 of 206 PageID #: 1125

View person report (/app/generate/person?bvid=N_MDAwMzUxMDkwMTA2&name=FRANKLIN%20E%20CALL)

Show less contact info

Address 438 W Main St

Cambridge City, IN 47327

(/app/generate/property?address=438%20W%20Main%20St.&city=Cambridge%20City&state=IN&zipcode=47327)

Dates seen Nov 1996 - Aug 2023

Address 5773 E County Road 700 S

Straughn, IN 47387

Dates seen Jul 2021 - Apr 2022

Address 404 N 13th St

Richmond, IN 47374

Dates seen Feb 2018 - Sep 2018

Phone number (765) 541-9950 (/app/generate/phone?phone=7655419950)

Dates seen

Is this accurate?

<u>Diana Lee Prebenda (/app/generate/person?</u> <u>bvid=N_MDAxMzY3MTI3MTYy&name=DIANA%20LEE%20PREBENDA)</u>

Age 65

Lives in Huntington, IN

May also go by Diana L Keller, Diana K Prebenda, Lee Prebenda Diana **+2 more**

View person report (/app/generate/person?bvid=N_MDAxMzY3MTl3MTYy&name=DIANA%20LEE%20PREBENDA)

Show less contact info

Address

1405 Garfield St Apt 26

Huntington, IN 46750

(/app/generate/property?address=1405%20Garfield%20St.%20Apt%2026&city=Huntington&state=IN&zipcode=46750)

Dates seen

Oct 2022 - Aug 2023

Address

6010 Saint Joe Rd Apt 17

Fort Wayne, IN 46835

(/app/generate/property?address=6010%20Saint%20Joe%20Rd.%20Apt%2017&city=Fort%20Wayne&state=IN&zipcode=46835)

Dates seen

Aug 2019 - Aug 2019

Address

815 ETipton St

Huntington, IN 46750

Dates seen

Feb 2019 - Feb 2019

Phone number (765) 994-5347 (/app/generate/phone?phone=7659945347)

Overview

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Is this accurate?

Marcia L Morgan (/app/generate/person? bvid=N MDAxNzUyMzQ0MTk3&name=MARCIA%20L%20MORGAN)

Age 61

Lives in Milton, IN

May also go by Marcia L Moistner, Marsha L Moistner, Marsha L Morgan +2 more

 $View \,person \,report \,(/app/generate/person?bvid=N_MDAxNzUyMzQ0MTk3\&name=MARCIA\%20L\%20MORGAN)$

Show less contact info

Address

103 PO Box

Milton, IN 47357

Dates seen

Apr 2015 - Aug 2023

Address

207 N 17th St

Richmond, IN 47374

(/app/generate/property?address=207%20N%2017th%20St.&city=Richmond&state=IN&zipcode=47374)

Dates seen

Dec 2020 - May 2023

Is this accurate?

<u>Debbie S Moistner (/app/generate/person?</u> <u>bvid=N MDAxNzUyOTk4MjA0&name=DEBBIE%20S%20MOISTNER)</u>

Age ~55

Lives in Cambridge City, IN

May also go by Debra S Moistner

View person report (/app/generate/person?bvid=N_MDAxNzUyOTk4MjA0&name=DEBBIE%20S%20MOISTNER)

Show less contact info

Address

313 E Main St

Cambridge City, IN 47327

Dates seen

Nov 2010 - Jun 2016

Phone number (765) 478-5080 (/app/generate/phone?phone=7654785080)

Dates seen

Is this accurate?

Joshua Ryan King Baker (/app/generate/person?

Dyid N DkzMDcwMjc10DM4&name=JOSHUA%20RYAN%20KING-BAKER)

Case 1:23-cv-01059-JE-JPM Document 8-4 Filed 11/16/23 Page 56 of 206 PageID #: 1127

Age 36

Lives in New Castle, IN

May also go by Joshua King Baker, Joshua King, Baker King +4 more

View person report (/app/generate/person?bvid=N_MDkzMDcwMjc1ODM4&name=JOSHUA%20RYAN%20KING-BAKER)

Show less contact info

Address

549 S Messick Rd

New Castle, IN 47362

(/app/generate/property?address=549%20S%20Messick%20Rd.&city=New%20Castle&state=IN&zipcode=47362)

Dates seen

Nov 2021 - Aug 2023

Address

150 N Pearl St

Hagerstown, IN 47346

(/app/generate/property?address=150%20N%20Pearl%20St,&city=Hagerstown&state=IN&zipcode=47346)

Dates seen

Feb 2015 - Jun 2023

Address

301B Glenwood Dr

New Castle, IN 47362

Dates seen

Mar 2017 - Nov 2022

Is this accurate?

<u>Cinnamon Soraya Murphy (/app/generate/person?</u> <u>bvid=N_MTQ4ODAwOTI2NzA4&name=CINNAMON%20SORAYA%20MURPHY)</u>

Age 31

Lives in Hagerstown, IN

May also go by Cinnamon S Hendricks

View person report (/app/generate/person?bvid=N_MTQ4ODAwOTI2NzA4&name=CINNAMON%20SORAYA%20MURPHY)

Show less contact info

Address

150 N Pearl St

Hagerstown, IN 47346

(/app/generate/property? address=150%20N%20Pearl%20St.&city=Hagerstown&state=IN&zipcode=47346)

Dates seen

Aug 2018 - Jun 2023

Address

2726 E Massengale Rd

Shelbyville, IN 46176

(/app/generate/property?address=2726%20E%20Massengale%20Rd.&city=Shelbyville&state=IN&zipcode=46176)

Dates seen

Jan 2011 - Apr 2018

Address

406 Sycamore Ct

Saint Paul, IN 47272

Dates seen

May 2013 - May 2015

Phone number (765) 525-6038 (/app/generate/phone?phone=7655256038)



Dates seen

Is this accurate?

Possible Neighbors

Alerts

<u>Paige M Strothman (/app/generate/person?</u> <u>bvid=N MjQxMTQxNjYyMzgz&name=PAIGE%20M%20STROTHMAN)</u>

Age N/A

Lives in Hagerstown, IN

View person report (/app/generate/person?bvid=N_MjQxMTQxNjYyMzgz&name=PAIGE%20M%20STROTHMAN)

Show less contact info

Address

208 N Pearl St

Hagerstown, IN 47346

Dates seen

Mar 2022 - Jun 2023

Is this accurate?

Michael Jimett Davis (/app/generate/person? bvid=N_MDAwNTg0ODUzMTc2&name=MICHAEL%20JIMETT%20DAVIS)

Age 43

Lives in Hagerstown, IN

View person report (/app/generate/person?bvid=N_MDAwNTg0ODUzMTc2&name=MICHAEL%20JIMETT%20DAVIS)

Show less contact info

Address

208 N Pearl St

Hagerstown, IN 47346

(/app/generate/property?address=208%20N%20Pearl%20St.&city=Hagerstown&state=IN&zipcode=47346)

Dates seen

Mar 2022 - Jun 2023

Is this accurate?

<u>Stephanie M Neal (/app/generate/person?</u> <u>bvid=N_MTk0MzkxMTg1Njkz&name=STEPHANIE%20M%20NEAL)</u>

Age N/A

Lives in Hagerstown, IN

 $View\ person\ report\ (/app/generate/person?bvid=N_MTkOMzkxMTg1Njkz\&name=STEPHANIE\%20M\%20NEAL)$



Case 1:23-cv-01059-JE-JPM Document 8-4 Filed 11/16/23 Page 58 of 206 PageID #: 1129

Address 208 N Pearl St

Hagerstown, IN 47346

Mar 2022 - Jun 2023

(/app/generate/property?address=208%20N%20Pearl%20St.&city=Hagerstown&state=IN&zipcode=47346)

Dates seen

Is this accurate?

<u>Alyssa Hope Martin (/app/generate/person?</u> bvid=N MjM4MTY2MDM0NzMy&name=ALYSSA%20HOPE%20MARTIN)

Age 22

Lives in New Castle, IN

View person report (/app/generate/person?bvid=N_MjM4MTY2MDM0NzMy&name=ALYSSA%20HOPE%20MARTIN)

Show less contact info

Address

612 W Colonial Dr

New Castle, IN 47362

Dates seen Oct 2022 - May 2023

Is this accurate?

Possible Criminal or Traffic

Alerts

Search county jurisdictions for digitized Criminal or Traffic Records

• Where do these sources of criminal data come from?

Search for digitized records

Things you should know

BeenVerified searches criminal or traffic records from thousands of jurisdictions that have digitized records.

Believe it or not, there are still many counties in the United States that haven't made their records digitally available—and many others are only partially digitized. It is possible that records may exist that cannot be accessed digitaly.

Possible Bankruptcies

Alerts



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Search for digitized Bankruptcy Records

Search for digitized records

Note that older records from the early 1990s and prior are not digitized and as such, cannot be found electronically.

PLEASE BE ADVISED: Bankruptcy information contained in our reports may not always be 100% up-to-date, accurate or complete, since data is pulled from records maintained by various state, county, municipal and other agencies and their contents may not be fully digitized, updated or comprehensive. Accordingly, please use our results as a possible reference point only and certainly no substitute for your own due diligence.

Possible Jobs

Alerts

Learn more

KVK US Technologies

(/app/search/contact?company=KVK%20US%20Technologies)

Title Operator
Dates seen Jan 2016

Search other employees (/app/search/contact?company=KVK%20US%20Technologies)

is this accurate?

TSTech Indiana

(/app/search/contact?company=TSTech%20Indiana)

Title Associate

Dates seen May 2012 - Nov 2015

Search other employees (/app/search/contact?company=TSTech%20Indiana)

Is this accurate?

RCF Kitchens

(/app/search/contact?company=RCF%20Kitchens)

Title General Laborer Dates seen Sep 2008 - Jun 2010

Search other employees (/app/search/contact?company=RCF%20Kitchens)

Is this accurate?



Kmart Corporation

(/app/search/contact?company=Kmart%20Corporation)

Title Store Associate
Dates seen Apr 2008 - Sep 2008

Search other employees (/app/search/contact?company=Kmart%20Corporation)

Is this accurate?

MEG

(/app/search/contact?company=MEG)

Title Temporary Associate
Dates seen Oct 2007 - Oct 2007

Search other employees (/app/search/contact?company=MEG)

Is this accurate

Hoffco/commet

(/app/search/contact?company=Hoffco%2Fcommet)

Title Temporary Associate
Dates seen Jun 2007 - Aug 2007

Search other employees (/app/search/contact?company=Hoffco%2Fcommet)

Is this accurate?



Try the Contact Pro Search!

Search for individuals based on employment history, job title, experience level and more to see known and derived contact information

Begin Searching

(/app/search/contact)



Possible Education

•••

Alerts

Learn more

Lincoln High School

Degree General Diploma
Dates attended Jan 2002 - Dec 2006

Is this accurate?

Possible Social Media

(...)

Alerts

Learn more

Possible usernames for Jared R Junkin:

jared-junkin-162943125 (/app/generate/username?username=jared-junkin-162943125)

First seen Oct 2016 - Last seen Apr 2023

Search username (/app/generate/username?username=jared-junkin-162943125)

kitwitissues (/app/generate/username?username=kitwitissues)

First seen Dec 2009

Search username (/app/generate/username?username=kitwitissues)

Higher Confidence

LinkedIn

www.linkedin.com/in/jared-junkin-162943125 (https://www.linkedin.com/in/jared-junkin-162943125)

Type Professional and business

Visit LinkedIn 🗗

is this accurate?

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Myspace

myspace.com/KitWitIssues ☑ (https://myspace.com/KitWitIssues)

Type Personal profiles



Visit Myspace 🗹

Is this accurate:

Higher Confidence

Inuyashakarma.moon-blurred.net

inuyashakarma.moon-blurred.net/contentpg13.html (http://inuyashakarma.moon-blurred.net/contentpg13.html)

Type Web pages

Visit Site 🗹

Is this accurate?

Possible Owned Assets

Alerts

Learn more

Exact match assets only 0

\$110,300

1 Property

\$5,568

A 1 Vehicle

Estimated total value

\$115,868

✓ Exact Match

150 N Pearl St

Hagerstown, IN 47346

(/app/generate/property?

address=150%20N%20Pearl%20St.&city=Hagerstown&state=IN&zipcode=47346)

Property Type -

Room Count 2 bedrooms & 3 bathrooms

Year Built 1938

Dimensions 1,956 sf building on 6,011 sf lot

Show less about this property

Property financials

Estimated Value \$110,300

Annual Taxes \$1,002

E Overner, details

The following individuals were identified as having ownership of this property.

Name Jared R Junkin (/app/search/person?fname=JARED&In=JUNKIN&mn=R)

 $View\ property\ report\ (/app/generate/property?address=150\%20N\%20Pearl\%20St.\&city=Hagerstown\&state=IN\&zipcode=47346)$

Is this accurate?

✓ Exact Match

2007 HYUNDAI SONATA

Example not found

Make HYUNDAI Model SONATA Year 2007 MSRP -Est, Value \$5,568

Show less about this vehicle

This vehicle may be registered to

Name <u>JARED JUNKIN (/app/search/person?city=Hagerstown&fname=JARED&In=JUNKIN&state=IN)</u>

Address

150 N Pearl St. Hagerstown, IN 47346 (/app/generate/property? address=150%20N%20Pearl%20St.&city=Hagerstown&state=IN&zipcode=47346)

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Licenses and Permits

| 1 | | BONU |
|--|--|------|
| And the state of t | UCC filings Notices filed by lenders to indicate an interest in Jared's personal property or collateral | |
| The second secon | DEA Licenses Licensing for health care providers that enables the handling of controlled substances | BONU |
| | Weapons Permits Permits that may be required to carry or possess firearms and other weapons | BONU |
| Median Burgara (A.) and a decided for | Business Affiliations Business filings associated with Jared, which may contain Jared's title and status | BONU |
| THAT THE CASE OF T | Professional Licenses Licensing to professionally practice in fields such as health care, legal and construction, among others | ВОМ |
| PD PEARSO PRE DAVIDA (III) III) | Sporting Permits Licensing required to participate in hunting, fishing and trapping activities | BONU |
| portesta de la composition della composition del | Dilating Licenses | BONU |

Piloting Licenses

FAA certification details may include certification level, type and status

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| Notes | *** |
|-----------------|-----|
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Add a note



Suggestions for You

Curious to find out even more about Jared?

Looking into people, addresses and contacts associated with Jared Junkin may yield even more insights

Samantha Vance Vance

(/app/generate/person?

<u>bvid=N_MDg2MTUxMDYxOTMz&name=SAMANTHA%20VANCE%20VANCE&trackingName=from%20curious)</u>

Immediate Relative

View person report

(/app/generate/person?bvid=N_MDg2MTUxMDYxOTMz&name=SAMANTHA%20VANCE%20VANCE&trackingName=from%20curious)

Kelly Faith Call

(/app/generate/person?

<u>bvid=N_MDAxMjk0ODQ1OTEz&name=KELLY%20FAITH%20CALL&trackingName=from%20curious)</u>

Immediate Relative

View person report

(/app/generate/person?bvid=N_MDAxMjk0ODQ1OTEz&name=KELLY%20FAITH%20CALL&trackingName=from%20curious)

150 N Pearl St. Hagerstown, IN 47346 (/app/generate/property? address=150%20N%20Pearl%20St.&city=Hagerstown&state=IN&trackingName=from%20curious&zipcode=47346)

Related Address

View property report (/app/generate/property?address=150%20N%20Pearl%20St.&city=Hagerstown&state=IN&trackingName=from%20curious&z

How would you rate this report?



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|------------|--------|-------|----------|-------|-------------|-------------|---------|
| First name | | | | M.I. | Las | t name | |
| City | | | | All | | | Age |

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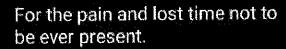
Accessibility (



Jared

It would be healthier for you right now. Just come by and plop on the couch and watch something

I appreciate that. But I feel at this time, it's not the answer I seek. To be honest I don't know what it is that I seek.



But for now that's where it's at. It gets better from here bro it just takes a bit.

For me with Sarah it hurt a ton but was still way easier than others because it was bad before we split.

Your situation seems similar except you're more mature.

Cinnamon sent me this about 20 minutes ago from her spot in the living room where she's still at work

Jared, there's a whole lot to say that I haven't said because I cant exactly type it all ar messenger... I've wanted to be see and leave

Referencing his ex girlfrenz, sorraya "Cinnamon" Murphy. 1:58 🗖 🖼

CD 質 NI II iii 91% 图



Jared, there's a whole lot to say that I haven't said because I cant exactly type it all over messenger... I've wanted to be free and leave several times, you just didn't hear me. When I tell you about things that are making me stressed in my own home, you buckle down with your ignorant attitude like it's something to be proud of, that you have these hard headed views... instead of listening to me and where I'm coming from. For instance, with the house and always having to pick up after everyone... your immediate response is, "well I just don't care, it's not deep, get over it" instead of shutting the fuck up and understanding things from my point of view. So then you're just left there looking like an asshole, but feeling like you won, when in reality you were just an emotionless asshole who only cared about himself. There are TONS of times conversations similar to that have taken place between us regarding different topics, and instead of acknowledging my concerns you blow them off at a ct like a dick and ignore me. And all the times

April part of the apparatuable on Moster per-

1:58 🗯 🖼

co 質 N 坪 訓 91% M



acknowledging my concerns you blow them off and act like a dick and ignore me. And all the times when I was depressed and hurting and you gave zero fucks and was looking at hard-core lollicon on fucking Valentine's Day... then not to mention all the times you had zero idea how to treat a lady because you just figured you didn't "have to" with me... when the issue is that it didn't even cross your mind. When you love and care about someone other than yourself, you think about things from their perspective and take their feelings into account. You WANT to do romantic things for them to show your love. You grow some balls and stand up for them when your friends and family attack them. You listen to them to understand them when they're having problems, not just listen to reply. I care about you, and I love you, and I always will, but you don't know how to love someone properly and it's going to kill my spirit completely if I stay. I'm tired of being depressed and feeling alone even though I'm in a house with other people.

Some of . . . is projection. Some

- Apparently, the "lollicon" Referenced here is a type of Victual child pornography.

I reported J.R.J. to the appropriate authorities, and despite being aware of his potential activities, M.A.M.H. + A.L.M brought him a stove, attempted to scapegeat and/or frame me; and may have failed to report J.R.J., despite awareness.

Save

△ Monitor

PDF

⊫ List

··· More

Cinnamon Soraya Murphy

Age 31 years old

Born April 1992

Location Hagerstown, IN

Aliases Cinnamon Hendricks, Cinnamon Murphy View 5 more

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Monitor this report to receive updates

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| | managan ang ang ang ang ang ang ang ang a |
|---|---|
| High Confidence Data Only 🛭 | ✓ |
| # 150 N Pearl St Hagerstown, IN 47346 | <u>View 9 more</u> |
| ((317) 364-1995 | <u>View 6 more</u> |
| ☑ CINNAMON.HENDRICKS@GMAIL.COM | <u>View 4 more</u> |
| 4 relatives found NOTE: Spouses may appear as relatives | <u>View relatives</u> |
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Possible Phone Numbers

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✓ Best phone number match

(317) 364-1995 (/app/generate/phone?

phone=3173641995&referringBvid=N MTQ4ODAwOTI2NzA4)

Phone type Mobile

View phone report (/app/generate/phone?phone=3173641995&referringBvid=N_MTQ4ODAwOTI2NzA4)

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(760) 920-1861 (/app/generate/phone?

phone=7609201861&referringBvid=N MTQ4ODAwOTI2NzA4)

Phone type Mobile

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Higher Confidence

(317) 245-7320 (/app/generate/phone?

phone=3172457320&referringBvid=N_MTQ4ODAwOTI2NzA4)

Dates seen Dec 2009 - Dec 2009

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(765) 312-1234 (/app/generate/phone?

phone=7653121234&referringBvid=N_MTQ4ODAwOTI2NzA4)

| View phone report (/app/generate/phone?phone=7653121234&referringBvid=N_MTQ4ODAwOTI2NzA4) | 100 |
|---|--|
| Is this accurate? | |
| Higher Confidence | |
| (765) 334-8060 (/app/generate/phone? | |
| phone=7653348060&referringBvid=N_MTQ4ODAwOTI2NzA4) | |
| Dates seen Mar 1996 - Jan 2001 | |
| View phone report (/app/generate/phone?phone=7653348060&referringBvid=N_MTQ4ODAwOTI2NzA4) | |
| Is this accurate? | t o t too of the contract of t |
| Higher Confidence | |
| (745) 955-2244 (/ann/ganarata/phone? | |
| (765) 855-2244 (/app/generate/phone? phone=7658552244&referringBvid=N_MTQ4ODAwOTI2NzA4) | |
| Dates seen Jan 2001 - Jan 2001 | |
| | |
| View phone report (/app/generate/phone?phone=7658552244&referringBvid=N_MTQ4ODAwOTI2NzA4) | |
| Is this accurate? | |
| | ; *** ** = = **** = = = = = = = = = = = |
| | vannannannannannannan (** 20 %) |
| Higher Confidence | |
| (801) 943-5944 (/app/generate/phone? | |
| phone=8019435944&referringBvid=N_MTQ4ODAwOTI2NzA4) | |
| Dates seen Aug 2015 | |
| View phone report (/app/generate/phone?phone=8019435944&referringBvid=N_MTQ4ODAwOTI2NzA4) | |
| | |
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| juggalettecinnamon@myspace.com (/app/generate/email?email=juggalettecinnamon%40myspace.com) Higher Confidence | |
| Overview | |

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Dates seen Mar 1996 - Jan 2001

Personal Emails (4)

cinnamon.hendricks@gmail.com (/app/generate/email?email=cinnamon.hendricks%40gmail.com) ✓ Best email address match

Last seen: 12/20/2021

cinnamonsorayamurphy@yahoo.com (/app/generate/email?email=cinnamonsorayamurphy%40yahoo.com) Higher Confidence

Last seen: 08/15/2021

sorayanightshade@gmail.com (/app/generate/email?email=sorayanightshade%40gmail.com) Higher Confidence

Last seen: 01/01/2023

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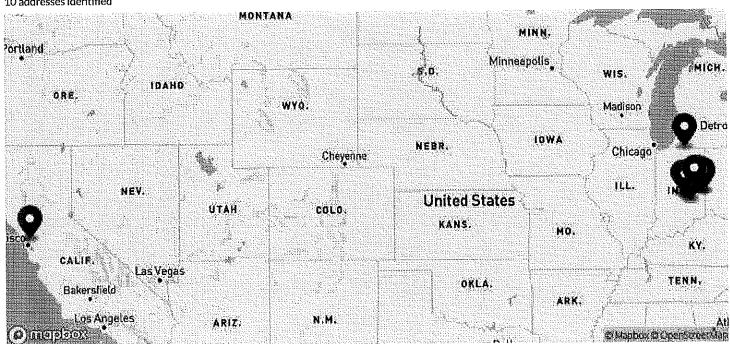
Possible Address History

...

Alerts

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10 addresses identified



✓ Best address match

150 N Pearl St

Hagerstown, IN 47346

(/app/generate/property?

address=150%20N%20Pearl%20St.&city=Hagerstown&state=IN&zipcode=47346)

Dates seen Aug 2019 - Aug 2019

 $Search\ this\ property\ (/app/generate/property? address=150\%20N\%20Pearl\%20St.\&city=Hagerstown\&state=IN\&zipcode=47346)$



Higher Confidence

406 Sycamore Ct Saint Paul, IN 47272

Dates seen Jun 2014 - Jun 2014

Is this accurate?

Higher Confidence

8108 Wildwood Farms Dr

Indianapolis, IN 46239

(/app/generate/property?

address=8108%20Wildwood%20Farms%20Dr.&city=Indianapolis&state=IN&zipcode=46239)

Dates seen Dec 2009 - Dec 2009

 $Search this property (\/app/generate/property? address=8108\%20 Wildwood\%20 Farms\%20 Dr. \& city=Indianapolis \& state=IN \& zipcode=46239) A property (\/app/generate/property? address=8108\%20 Wildwood\%20 Farms\%20 Dr. \& city=Indianapolis \& state=IN \& zipcode=46239) A property (\/app/generate/property? address=8108\%20 Wildwood\%20 Farms\%20 Dr. \& city=Indianapolis \& state=IN \& zipcode=46239) A property (\/app/generate/property? address=8108\%20 Wildwood\%20 Farms\%20 Dr. \& city=Indianapolis \& state=IN \& zipcode=46239) A property (\/app/generate/property? address=8108\%20 Wildwood\%20 Farms\%20 Dr. \& city=Indianapolis \& state=IN \& zipcode=46239) A property (\/app/generate/property? address=8108\%20 Wildwood\%20 Farms\%20 Dr. \& city=Indianapolis \& state=IN \& zipcode=46239) A property (\/app/generate/property? address=8108\%20 Wildwood\%20 Farms\%20 Dr. \& city=Indianapolis \& state=IN \& zipcode=46239) A property (\/app/generate/property? address=8108\%20 Wildwood\%20 Farms\%20 Dr. \& city=Indianapolis \& city=Indiana$

is this accurate?

Higher Confidence

100 SW 15th St

Richmond, IN 47374

(/app/generate/property?

address=100%20SW%2015th%20St.&city=Richmond&state=IN&zipcode=47374)

Dates seen Jan 2001 - Jan 2001

Is this accurate?

Higher Confidence

18 Debolt Ln

Richmond, IN 47374

(/app/generate/property?

address=18%20Debolt%20Ln.&city=Richmond&state=IN&zipcode=47374)

Dates seen Apr 2000 - Apr 2000

Search this property (/app/generate/property?address=18%20Debolt%20Ln.&city=Richmond&state=IN&zipcode=47374)



Higher Confidence

2726 E Massengale Rd

Shelbyville, IN 46176

(/app/generate/property?

address=2726%20E%20Massengale%20Rd.&city=Shelbyville&state=IN&zipcode=46176)

Dates seen Mar 2019

 $Search\ this\ property\ (/app/generate/property? address=2726\%20E\%20Massengale\%20Rd.\&city=Shelbyville\&state=IN\&zipcode=46176)$

Is this accurate?

Higher Confidence

305 Creekside Park Fairland, IN 46126

Dates seen Aug 2017

Is this accurate?

Higher Confidence

3211 Neff St

Elkhart, IN 46514

(/app/generate/property?

address=3211%20Neff%20St.&city=Elkhart&state=IN&zipcode=46514)

Search this property (/app/generate/property?address=3211%20Neff%20St.&city=Elkhart&state=IN&zipcode=46514)

Is this accurate?

Higher Confidence

1214 Parkway Dr

El Sobrante, CA 94803

(/app/generate/property?

address=1214%20Parkway%20Dr.&city=El%20Sobrante&state=CA&zipcode=94803)

Dates seen Jan 2020

Search this property (/app/generate/property?address=1214%20Parkway%20Dr.&city=El%20Sobrante&state=CA&zipcode=94803)



Higher Confidence

803 Indiana Ave

New Castle, IN 47362

(/app/generate/property?

address=803%20Indiana%20Ave.&city=New%20Castle&state=IN&zipcode=47362)

Dates seen Jun 2016

Search this property (/app/generate/property?address=803%20Indiana%20Ave.&city=New%20Castle&state=IN&zipcode=47362)

Is this accurate?

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Andrew Reed Hendricks (/app/generate/person? bvid=N_MTQwOTU0NTI4MDly&name=ANDREW%20REED%20HENDRICKS)

Age 34

Lives in Morristown, IN

May also go by Andre R Hendricks

View person report (/app/generate/person?bvid=N_MTQwOTU0NTI4MDIy&name=ANDREW%20REED%20HENDRICKS)

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Address

527 S Washington St Lot 15

Morristown, IN 46161

Dates seen

Feb 2022 - Aug 2023

Address

2726 E Massengale Rd

Shelbyville, IN 46176

(/app/generate/property?address=2726%20E%20Massengale%20Rd.&city=Shelbyville&state=IN&zipcode=46176)

Dates seen

May 2007 - Aug 2023

Address

803 Indiana Ave

New Castle, IN 47362

(/app/generate/property?address=803%20Indiana%20Ave.&city=New%20Castle&state=IN&zipcode=47362)

Dates seen

Jul 2015 - Jun 2023

Phone number (317) 392-1865 (/app/generate/phone?phone=3173921865)

Dates seen

.....

Show less relatives



<u>Dallas Hugh Hendricks (/app/generate/person?</u> bvid=N_MDAwNTY0NDI0OTEw&name=DALLAS%20HUGH%20HENDRICKS)

Age 53

Lives in Martinsville, IN

May also go by Dallas H Hendrick, Dallas Sewell, Dallas Simpson +2 more

View person report (/app/generate/person?bvid=N_MDAwNTY0NDI0OTEw&name=DALLAS%20HUGH%20HENDRICKS)

Show less contact info

Address

410 Country View Ct Apt 3

Martinsville, IN 46151

Dates seen

Nov 2021 - Aug 2023

Address

2855 Jonesville Rd

Columbus, IN 47201

(/app/generate/property?address=2855%20Jonesville%20Rd.&city=Columbus&state=IN&zipcode=47201)

Dates seen

Apr 2023 - Apr 2023

Address

1291 Thicket Ct

Columbus, IN 47201

(/app/generate/property?address=1291%20Thicket%20Ct.&city=Columbus&state=IN&zipcode=47201)

Dates seen

Sep 2019 - Apr 2023

Phone number (317) 617-5215 (/app/generate/phone?phone=3176175215)

Dates seen

Is this accurate?

<u>Deena Lynn Warner (/app/generate/person?</u> <u>bvid=N_MDAxMTA0MDc0ODE3&name=DEENA%20LYNN%20WARNER)</u>

Age 60

Lives in Shelbyville, IN

May also go by Deena Lynn Hendricks, Deena L McVey, L Warner Deena +3 more

View person report (/app/generate/person?bvid=N_MDAxMTA0MDc0ODE3&name=DEENA%20LYNN%20WARNER)

Show less contact info

Address

2726 E Massengale Rd

Shelbyville, IN 46176

(/app/generate/property?address=2726%20E%20Massengale%20Rd.&city=Shelbyville&state=IN&zipcode=46176)

Dates seen

Jul 2001 - Aug 2023

Address

911 Hale Rd Lot 190

Shelbyville, IN 46176

(/app/generate/property?address=911%20Hale%20Rd.%20Lot%20190&city=Shelbyville&state=iN&zipcode=46176)

Dates seen Overview Mar 1995 - Aug 2003

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Address 3

36 PO Box

Morristown, IN 46161

(/app/generate/property? address=36% 20 Po% 20 Box&city=Morristown&state=IN&zipcode=46161) and the property of the property

Dates seen

Mar 1992 - Nov 1995

Phone number (812) 398-3290 (/app/generate/phone?phone=8123983290)

Dates seen

Show less relatives

<u>Steve S Warner (/app/generate/person?</u> <u>bvid=N MDAyNjUyNTgyMTg0&name=STEVE%20S%20WARNER)</u>

Age 68

Lives in Shelbyville, IN

May also go by Rubert Steven Warner, R S Warner, Robert Steven Warner +2 more

View person report (/app/generate/person?bvid=N_MDAyNjUyNTgyMTg0&name=STEVE%20S%20WARNER)

Show less contact info

Address

2726 E Massengale Rd

Shelbyville, IN 46176

(/app/generate/property?address=2726%20E%20Massengale%20Rd.&city=Shelbyville&state=IN&zipcode=46176)

Dates seen Jul 2001 - Aug 2023

Address

2682 E Massengale Rd

Shelbyville, IN 46176

Dates seen

Jun 2001 - Sep 2001

Address

911 Hale Rd Lot 190

Shelbyville, IN 46176

(/app/generate/property?address=911%20Hale%20Rd.%20Lot%20190&city=Shelbyville&state=IN&zipcode=46176)

Dates seen

Apr 1995 - Jun 2001

Phone number (812) 398-3374 (/app/generate/phone?phone=8123983374)

Dates seen

<u>Shawna M McVey (/app/generate/person?</u> <u>bvid=N_MDAxNjkxNzA3Mjg1&name=SHAWNA%20M%20MCVEY)</u>

Age 41

Lives in Morristown, IN

May also go by Shawna M Bowers, Shawna Mc Vey, Shawna Mc +1 more

 $View\ person\ report\ (/app/generate/person?bvid=N_MDAxNjkxNzA3Mjg1\&name=SHAWNA\%20M\%20MCVEY)$

Show less contact info

Address Overview 8825 N 300 E

Morristown, IN 46161

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(/app/generate/property?address=8825%20N%20300%20E&city=Morristown&state=IN&zipcode=46161)

Dates seen Jul 2020 - Aug 2023

Address 1835 E Michigan Rd

Shelbyville, IN 46176

(/app/generate/property?address=1835%20E%20Michigan%20Rd.&city=Shelbyville&state=IN&zipcode=46176)

Dates seen Mar 2014 - Aug 2021

Address 2726 E Massengale Rd

Shelbyville, IN 46176

(/app/generate/property?address=2726%20E%20Massengale%20Rd.&city=Shelbyville&state=IN&zipcode=46176)

Dates seen Mar 2002 - Jan 2019

Phone number (317) 398-7517 (/app/generate/phone?phone=3173987517)

Dates seen

<u>Pamela S Warner (/app/generate/person?</u> bvid=N_MDAyNjMwMDg1MzQ4&name=PAMELA%20S%20WARNER)

Age 64

Lives in Shelbyville, IN

May also go by Pamela S Wager, Pam S Warner, Pamila S Warner

View person report (/app/generate/person?bvid=N_MDAyNjMwMDg1MzQ4&name=PAMELA%20S%20WARNER)

Show less contact info

Address 2569 E Old Rushville Rd

Shelbyville, IN 46176

Dates seen Dec 1999 - Aug 2023

Address 2726 E Massengale Rd

Shelbyville, IN 46176

(/app/generate/property?address=2726%20E%20Massengale%20Rd.&city=Shelbyville&state=IN&zipcode=46176)

Dates seen Aug 2001 - Jul 2016

Address 2682 E Massengale Rd

Shelbyville, IN 46176

(/app/generate/property?address=2682%20E%20Massengale%20Rd.&city=Shelbyville&state=IN&zipcode=46176)

Dates seen Jul 1992 - Nov 2002

Phone number (812) 392-4854 (/app/generate/phone?phone=8123924854)

Dates seen

<u>Douglas J Warner (/app/generate/person?</u> <u>bvid=N MDAyNjU0MTE0MTk5&name=DOUGLAS%20J%20WARNER)</u>

Case 1:23-cv-01059-JE-JPM Document 8-4 Filed 11/16/23 Page 81 of 206 PageID #: 1152

View person report (/app/generate/person?bvid=N_MDAyNjU0MTE0MTk5&name=DOUGLAS%20J%20WARNER)

Show less contact info

Address 2569 E Old Rushville Rd

Shelbyville, IN 46176

Dates seen Nov 1999 - Aug 2023

Address 2819 Druid Dr

Nashville, TN 37210

(/app/generate/property?address=2819%20Druid%20Dr.&city=Nashville&state=TN&zipcode=37210)

Dates seen Jan 2013 - Apr 2020

Address 2682 E Massengale Rd

Shelbyville, IN 46176

(/app/generate/property?address=2682%20E%20Massengale%20Rd.&city=Shelbyville&state=IN&zipcode=46176)

Dates seen Jul 1992 - Jun 2001

Phone number (812) 392-4854 (/app/generate/phone?phone=8123924854)

Dates seen

<u>Dawn Anne Adkins (/app/generate/person?</u> bvid=N MDAwMDE1MDgyODA2&name=DAWN%20ANNE%20ADKINS)

Age 48

Lives in Shelbyville, IN

May also go by Dawn Warner, Dawn Anne Anne, Dawb Adkins +2 more

View person report (/app/generate/person?bvid=N_MDAwMDE1MDgyODA2&name=DAWN%20ANNE%20ADKINS)

Show less contact info

Address 1654 Shelton Dr

Shelbyville, IN 46176

(/app/generate/property?address=1654%20Shelton%20Dr.&city=Shelbyville&state=IN&zipcode=46176)

Dates seen Apr 2023 - Aug 2023

Address 1712 Cimarron Place Dr Apt D

Shelbyville, IN 46176

 $\label{lapp/generate/property} \ensuremath{^{\prime\prime}}\xspace and \en$

Dates seen Jan 2019 - Jul 2023

Address 401 N Walnut St

Milroy, IN 46156

Dates seen Mar 2007 - Jun 2023

Phone number (317) 604-5230 (/app/generate/phone?phone=3176045230)

Dates seen

Phone number (765) 629-2098 (/app/generate/phone?phone=7656292098)

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Dates seen

Pamela S Warner (/app/generate/person? bvid=N MDUzNDMxMTI5MjE3&name=PAMELA%20S%20WARNER)

Age 65

Lives in Shelbyville, IN

May also go by Paula S Warner

View person report (/app/generate/person?bvid=N_MDUzNDMxMTI5MjE3&name=PAMELA%20S%20WARNER)

Show less contact info

Address

2569 E Old Rushville Rd

Shelbyville, IN 46176

(/app/generate/property?address=2569%20E%20Old%20Rushville%20Rd.&city=Shelbyville&state=IN&zipcode=46176)

Dates seen

Dec 1999 - Jun 2023

Hayley Ann Warner (/app/generate/person? bvid=N MTUzMjc5NzAxNDc0&name=HAYLEY%20ANN%20WARNER)

Age 33

Lives in Nashville, TN

May also go by Hayley A Riddle

View person report (/app/generate/person?bvid=N_MTUzMjc5NzAxNDc0&name=HAYLEY%20ANN%20WARNER)

Show less contact info

Address

2819 Druid Dr

Nashville, TN 37210

(/app/generate/property?address=2819%20Druid%20Dr.&city=Nashville&state=TN&zipcode=37210)

Dates seen

Jan 2013 - Aug 2023

Address

6001 Old Hickory Blvd Apt 393

Hermitage, TN 37076

(/app/generate/property?address=6001%20Old%20Hickory%20Blvd.%20Apt%20393&city=Hermitage&state=TN&zipcode=37076)

Dates seen

Jun 2012 - Oct 2013

Address

2569 E Old Rushville Rd

Shelbyville, IN 46176

Dates seen

Jul 2008 - May 2013

Phone number (317) 495-6013 (/app/generate/phone?phone=3174956013)

Dates seen

Audrey J Warner (/app/generate/person? bvid=N MTg3ODU1MjU1MjY3&name=AUDREY%20J%20WARNER)

Age 30

Lives in Milroy, IN

May also go by Audrey Warner

View person report (/app/generate/person?bvid=N_MTg3ODU1MjU1MjY3&name=AUDREY%20J%20WARNER)

Show less contact info

Address

9831 S Prill Rd

Milroy, IN 46156

(/app/generate/property?address=9831%20S%20Prill%20Rd.&city=Milroy&state=IN&zipcode=46156)

Dates seen

Oct 2017 - Aug 2023

Address

2569 E Old Rushville Rd

Shelbyville, IN 46176

(/app/generate/property?address=2569%20E%20Old%20Rushville%20Rd.&city=Shelbyville&state=IN&zipcode=46176)

Dates seen

Aug 2011 - Jun 2023

Phone number (765) 525-4310 (/app/generate/phone?phone=7655254310)

Dates seen

Phone number (765) 525-7190 (/app/generate/phone?phone=7655257190)

Dates seen

Phone number (317) 398-0685 (/app/generate/phone?phone=3173980685)

Dates seen

Is this accurate?

Dana Reed Hendricks (/app/generate/person? bvid=N MDAxMTAzNjgzMDQz&name=DANA%20REED%20HENDRICKS)

Age 62

Lives in Shelbyville, IN

May also go by D R Hendricks, R Hendricks Dana

View person report (/app/generate/person?bvid=N_MDAxMTAzNjgzMDQz&name=DANA%20REED%20HENDRICKS)

Show less contact info

Address

1722 Cimarron Place Dr Apt C

Shelbyville, IN 46176

Dates seen

Apr 2000 - Aug 2023

Address

1722 Cimarron Place Dr Apt B

Shelbyville, IN 46176

(/app/generate/property?address=1722%20Cimarron%20Place%20Dr.%20Apt%20B&city=Shelbyville&state=IN&zipcode=46176)

Case 1:23-cv-01059-JE-JPM Document 8-4 Filed 11/16/23 Page 84 of 206 PageID #: 1155

Dates seen Apr 2000 - Aug 2023

Address 7038 E 10th St Apt D1

Indianapolis, IN 46219

(/app/generate/property?address=7038%20E%2010th%20St.%20Apt%20D1&city=Indianapolis&state=IN&zipcode=46219)

Dates seen Jan 2007 - Sep 2010

Phone number (317) 398-4079 (/app/generate/phone?phone=3173984079)

Dates seen

Show less relatives

<u>Marjorie K Hendricks (/app/generate/person?</u> bvid=N_MDAxMTAzNTg2MjI4&name=MARJORIE%20K%20HENDRICKS)

Deceased at age ~78 on Apr 2000

Lived in Indianapolis, IN

May also go by Marjori Hendricks, Marjorie Snyder Hendricks

View person report (/app/generate/person?bvid=N_MDAxMTAzNTg2Mj14&name=MARJOR1E%20K%20HENDRICKS)

Show less contact info

Address 6149 Windsor Dr

Indianapolis, IN 46219

Dates seen Jan 1988 - Sep 2001

Address 846 E Mills Ave

Indianapolis, IN 46227

Dates seen Dec 1991 - Feb 1992

Is this accurate?

<u>Ginger E Lay (/app/generate/person?</u> <u>bvid=N_MDAwMzc2NjlyNzg3&name=GINGER%20E%20LAY)</u>

Age 52

Lives in Indianapolis, IN

May also go by Ginger Ellen Murphy, Ginger E Carlin, Ginger E Brady +2 more

View person report (/app/generate/person?bvid=N_MDAwMzc2NjlyNzg3&name=GINGER%20E%20LAY)

Show less contact info

Address 1845 E Minnesota St

Indianapolis, IN 46203

Dates seen Sep 2016 - Aug 2023

adress 8108 Wildwood Farms Dr

Addressew

Case 1:23-cv-01059-JE-JPM Document 8-4 Filed 11/16/23 Page 85 of 206 PageID #: 1156

Indianapolis, IN 46239

(/app/generate/property?address=8108%20Wildwood%20Farms%20Dr.&city=Indianapolis&state=IN&zipcode=46239)

Dates seen

Mar 2006 - Aug 2011

Address

2245 N Kenyon St

Indianapolis, IN 46219

Dates seen

Mar 2010 - Jun 2011

Show less relatives

Ryan L Brady (/app/generate/person? bvid=N_MDAwMjU5MTMzMTkx&name=RYAN%20L%20BRADY)

Age 50

Lives in Tipp City, OH

May also go by Ryan Leonard Brady

View person report (/app/generate/person?bvid=N_MDAwMjU5MTMzMTkx&name=RYAN%20L%20BRADY)

Show less contact info

Address

18 S 7th St

Tipp City, OH 45371

Dates seen

Nov 2016 - Aug 2023

Address

2590 Renwick Way

Troy, OH 45373

Dates seen

Jun 2023 - Aug 2023

Address

602 S Market St

Troy, OH 45373

Dates seen

Jun 2016 - Jul 2018

<u>Dustin D Carlin (/app/generate/person?</u> <u>bvid=N_MDAwMzc2NzYyNzAy&name=DUSTIN%20D%20CARLIN)</u>

Age N/A

Lives in Richmond, IN

May also go by D Carlin

View person report (/app/generate/person?bvid=N_MDAwMzc2NzYyNzAy&name=DUSTIN%20D%20CARLIN)

Show less contact info

Address

309 S 14th St

Richmond, IN 47374

(/app/generate/property?address=309%20S%2014th%20St.&city=Richmond&state=IN&zipcode=47374)

Dates seen

Apr 1996 - Aug 2021

Case 1:23-cv-01059-JE-JPM Document 8-4 Filed 11/16/23 Page 86 of 206 PageID #: 1157

Address 5186 Emerson Village Dr

Indianapolis, IN 46237

(/app/generate/property?address=5186%20Emerson%20Village%20Dr.&city=Indianapolis&state=IN&zipcode=46237)

Dates seen Jun 2009 - Jun 2009

Phone number (317) 405-9996 (/app/generate/phone?phone=3174059996)

Dates seen

<u>John Wesley Brady (/app/generate/person?</u> bvid=N MDAwMjU4ODQxMjM3&name=JOHN%20WESLEY%20BRADY)

Age 79

Lives in Troy, OH

View person report (/app/generate/person?bvid=N_MDAwMjU4ODQxMjM3&name=JOHN%20WESLEY%20BRADY)

Show less contact info

Address

2591 Renwick Way

Troy, OH 45373

(/app/generate/property?address=2591%20Renwick%20Way.&city=Troy&state=OH&zipcode=45373)

Dates seen Oct 1993 - Aug 2023

Address

1805 Creekwood Dr # 25A

Troy, OH 45373

Dates seen

Oct 1969 - Jun 2004

Address

1550 Lexington Ave

Troy, OH 45373

 $\label{lem:condition} \ensuremath{ \text{(/app/generate/property?address=1550\%20l.exington\%20Ave.\&city=Troy\&state=OH\&zipcode=45373) } \\$

Dates seen

Oct 1994 - Oct 1994

Phone number (937) 339-3101 (/app/generate/phone?phone=9373393101)

Dates seen

Phone number (937) 552-9020 (/app/generate/phone?phone=9375529020)

Dates seen

<u>Sheri Rae Brady (/app/generate/person?</u> <u>bvid=N MDAwMjU5MTIxNDQ3&name=SHERI%20RAE%20BRADY)</u>

Age 76

Lives in Troy, OH

May also go by Sherri R Brady

 $View\ person\ report\ (/app/generate/person?bvid=N_MDAwMjU5MTIxNDQ3\&name=SHERI\%20RAE\%20BRADY)$

Show less contact info

Overview Address

2591 Renwick Way

Case 1:23-cv-01059-JE-JPM Document 8-4 Filed 11/16/23 Page 87 of 206 PageID #: 1158

Troy, OH 45373

(/app/generate/property?address=2591%20Renwick%20Way.&city=Troy&state=OH&zipcode=45373)

Mar 2000 - Aug 2023 Dates seen

167 Lazy River Rd Address

North Port, FL 34287

(/app/generate/property?address=167%20Lazy%20River%20Rd.&city=North%20Port&state=FL&zipcode=34287)

Dates seen Jun 1997 - Jan 2015

1550 Lexington Ave Address

Troy, OH 45373

(/app/generate/property?address=1550%20Lexington%20Ave.&city=Troy&state=OH&zipcode=45373)

Oct 1994 - Sep 2001 Dates seen

Phone number (937) 339-3101 (/app/generate/phone?phone=9373393101)

Dates seen

Phone number (937) 552-9020 (/app/generate/phone?phone=9375529020)

Dates seen

Sean Alan Brady (/app/generate/person? bvid=N_MDAwMjU5MTU1MzQz&name=SEAN%20ALAN%20BRADY)

Age 53

Lives in Troy, OH

May also go by Sean A Brady, Sean Brady

View person report (/app/generate/person?bvid=N_MDAwMjU5MTU1MzQz&name=SEAN%20ALAN%20BRADY)

Show less contact info

Address 225 Westhaven Dr

Troy, OH 45373

Dates seen Jan 2016 - Aug 2023

215 Westhaven Dr Address

Troy, OH 45373

(/app//generate/property?address=215%20Westhaven%20Dr.&city=Troy&state=OH&zipcode=45373)

Dates seen Nov 2004 - Nov 2022

2321 Neff Ln Address

Troy, OH 45373

l/app/generate/property?address=2321%20Neff%20Ln.&city=Troy&state=OH&zipcode=45373)

Jan 2002 - Dec 2006 Dates seen

Mary Ellen Lay (/app/generate/person? bvid=N_MDAxMjExNTA3MDY3&name=MARY%20ELLEN%20LAY)

Deceased at age ~74 on May 2015

Overview Lived in Richmond, IN

Case 1:23-cv-01059-JE-JPM Document 8-4 Filed 11/16/23 Page 88 of 206 PageID #: 1159 May also go by Mary E Isaacs $View\ person\ report\ (/app/generate/person?bvid=N_MDAxMjExNTA3MDY3\&name=MARY\%20ELLEN\%20LAY)$ Show less contact info 4100 S A St Apt 319 Address Richmond, IN 47374 Aug 2009 - Aug 2023 Dates seen Address 6884 N US Highway 35 Williamsburg, IN 47393 (/app/generate/property?address=6884%20N%20Us%20Highway%2035&city=Williamsburg&state=IN&zipcode=47393) Jun 2015 - Jun 2015 Dates seen Address 3800 S A St Apt 211B Richmond, IN 47374 (/app/generate/property?address=3800%20S%20A%20St.%20Apt%20211B&city=Richmond&state=IN&zipcode=47374) Dates seen Dec 2003 - Sep 2011 Phone number (765) 962-8769 (/app/generate/phone?phone=7659628769) Dates seen

Possible Marriage & Divorce Records

Alerts

...

No possible marriage & divorce records found. Please note that the absence of any information or results within our reports may not necessarily be 100% accurate, complete or up to date, so please do not use it in lieu of your own due diligence.

Names & Ancestry

Alerts

Learn more

Is this accurate?

Murphy

Anglicized form of Irish Ó Murchadha meaning "descendant of Murchadh".

Usage: Irish

Info provided by behindthename.com (https://www.behindthename.com/)

Possible Associates

...

Alerts



<u>Dawn Anne Adkins (/app/generate/person?</u> bvid=N_MDAwMDE1MDgyODA2&name=DAWN%20ANNE%20ADKINS)

Age 48

Lives in Shelbyville, IN

May also go by Dawn Warner, Dawn Anne Anne, Dawb Adkins +2 more

View person report (/app/generate/person?bvid=N_MDAwMDE1MDgyODA2&name=DAWN%20ANNE%20ADKINS)

Show less contact info

Address

1654 Shelton Dr

Shelbyville, IN 46176

Dates seen

Apr 2023 - Aug 2023

Address

1712 Cimarron Place Dr Apt D

Shelbyville, IN 46176

Dates seen

Jan 2019 - Jul 2023

Address

401 N Walnut St

Milroy, IN 46156

(/app/generate/property?address=401%20N%20Walnut%20St.&city=Milroy&state=IN&zipcode=46156)

Dates seen

Mar 2007 - Jun 2023

Phone number (317) 604-5230 (/app/generate/phone?phone=3176045230)

Dates seen

Phone number (765) 629-2098 (/app/generate/phone?phone=7656292098)

Dates seen

Is this accurate?

<u>Shawna M McVey (/app/generate/person?</u> <u>bvid=N MDAxNjkxNzA3Mjg1&name=SHAWNA%20M%20MCVEY)</u>

Age 41

Lives in Morristown, IN

May also go by Shawna M Bowers, Shawna Mc Vey, Shawna Mc +1 more

View person report (/app/generate/person?bvid=N_MDAxNjkxNzA3Mjg1&name=SHAWNA%20M%20MCVEY)

Show less contact info

Address

8825 N 300 E

Morristown, IN 46161

(/app/generate/property?address=8825%20N%20300%20E&city=Morristown&state=IN&zipcode=46161)

Dates seen

Jul 2020 - Aug 2023

Address

1835 E Michigan Rd

Shelbyville, IN 46176

Overview

(/app/generate/property?address=1835%20E%20Michigan%20Rd.&city=Shelbyville&state=IN&zipcode=46176)

Case 1:23-cv-01059-JE-JPM Document 8-4 Filed 11/16/23 Page 90 of 206 PageID #: 1161

Dates seen Mar 2014 - Aug 2021

Address 2726 E Massengale Rd

Shelbyville, IN 46176

Dates seen Mar 2002 - Jan 2019

Phone number (317) 398-7517 (/app/generate/phone=3173987517)

Dates seen

Is this accurate?

<u>Steve S Warner (/app/generate/person?</u> <u>bvid=N MDAyNjUyNTgyMTg0&name=STEVE%20S%20WARNER)</u>

Age 68

Lives in Shelbyville, IN

May also go by Rubert Steven Warner, R S Warner, Robert Steven Warner +2 more

Show less contact info

Address

2726 E Massengale Rd

Shelbyville, IN 46176

Dates seen

Jul 2001 - Aug 2023

Address

2682 E Massengale Rd

Shelbyville, IN 46176

Dates seen

Jun 2001 - Sep 2001

Address

911 Hale Rd Lot 190

Shelbyville, IN 46176

(/app/generate/property?address=911%20Hale%20Rd.%20Lot%20190&city=Shelbyville&state=IN&zipcode=46176)

Dates seen

Apr 1995 - Jun 2001

Phone number (812) 398-3374 (/app/generate/phone?phone=8123983374)

Dates seen

Is this accurate?

<u>Jared R Junkin (/app/generate/person?</u> <u>bvid=N_MDAzMTU1NTc3NDc3&name=JARED%20R%20JUNKIN)</u>

Age 36

Lives in Hagerstown, IN

View person report (/app/generate/person?bvid=N_MDAzMTU1NTc3NDc3&name=JARED%20R%20JUNKIN)

Case 1:23-cv-01059-JE-JPM Document 8-4 Filed 11/16/23 Page 91 of 206 PageID #: 1162

Show less contact info

Address

150 N Pearl St

Hagerstown, IN 47346

(/app/generate/property?address=150%20N%20Pearl%20St.&city=Hagerstown&state=IN&zipcode=47346)

Dates seen

Jan 2013 - Aug 2023

Address

617 W Colonial Dr

New Castle, IN 47362

(/app/generate/property?address=617%20W%20Colonial%20Dr.&city=New%20Castle&state=IN&zipcode=47362)

Dates seen

Jan 2013 - May 2015

Address

438 W Main St

Cambridge City, IN 47327

Dates seen

Aug 2007 - Jan 2014

Phone number (765) 312-1089 (/app/generate/phone?phone=7653121089)

Dates seen

Is this accurate?

Joshua Ryan King Baker (/app/generate/person? bvid=N_MDkzMDcwMjc1ODM4&name=JOSHUA%20RYAN%20KING-BAKER)

Age 36

Lives in New Castle, IN

May also go by Joshua King Baker, Joshua King, Baker King +4 more

View person report (/app/generate/person?bvid=N_MDkzMDcwMjc1ODM4&name=JOSHUA%20RYAN%20KING-BAKER)

Show less contact info

Address

549 S Messick Rd

New Castle, IN 47362

(/app/generate/property?address=549%20S%20Messick%20Rd.&city=New%20Castle&state=IN&zipcode=47362)

Dates seen

Nov 2021 - Aug 2023

Address

150 N Pearl St

Hagerstown, IN 47346

(/app/generate/property?address=150%20N%20Pearl%20St.&city=Hagerstown&state=IN&zipcode=47346)

Dates seen

Feb 2015 - Jun 2023

Address

301B Glenwood Dr

New Castle, IN 47362

(/app/generate/property?address=301B%20Glenwood%20Dr.&city=New%20Castle&state=IN&zipcode=47362)

Dates seen

Mar 2017 - Nov 2022



<u>Gary Jewell Williams (/app/generate/person?</u> bvid=N_MTUzMjc2NTExNzk0&name=GARY%20JEWELL%20WILLIAMS)

Age 34

Lives in Indianapolis, IN

 $View\ person\ report\ (/app/generate/person?bvid=N_MTUzMjc2NTExNzk0\&name=GARY\%20JEWELL\%20WILLIAMS)$

Show less contact info

Address

5345 E Washington St Apt 33

Indianapolis, IN 46219

Dates seen

Apr 2012 - Mar 2023

Address

5345 E Washington St Apt 29

Indianapolis, IN 46219

(/app/generate/property?address=5345%20E%20Washington%20St.%20Apt%2029&city=Indianapolis&state=IN&zipcode=46219)

Dates seen

Apr 2012 - Mar 2023

Address

5348 E 32nd St

Indianapolis, IN 46218

(/app/generate/property?address=5348%20E%2032nd%20St.&city=Indianapolis&state=IN&zipcode=46218)

Dates seen

Jun 2022 - Feb 2023

Phone number (317) 359-1266 (/app/generate/phone?phone=3173591266)

Dates seen

Is this accurate?

<u>Casey S Stout (/app/generate/person?</u> <u>bvid=N MjM4NDI3NDg5NjU4&name=CASEY%20S%20STOUT)</u>

Age 26

Lives in Indianapolis, IN

View person report (/app/generate/person?bvid=N_MjM4NDI3NDg5NjU4&name=CASEY%20S%20STOUT)

Show less contact info

Address

1845 E Minnesota St

Indianapolis, IN 46203

Dates seen

Apr 2019 - Jun 2023

Is this accurate?



<u>Paige M Strothman (/app/generate/person?</u> <u>bvid=N MjQxMTQxNjYyMzgz&name=PAIGE%20M%20STROTHMAN)</u>

Age N/A

Lives in Hagerstown, IN

View person report (/app/generate/person?bvid=N_MjQxMTQxNjYyMzgz&name=PAIGE%20M%20STROTHMAN)

Show less contact info

Address

208 N Pearl St

Hagerstown, IN 47346

(/app/generate/property?address=208%20N%20Pearl%20St.&city=Hagerstown&state=IN&zipcode=47346)

Dates seen

Mar 2022 - Jun 2023

Is this accurate?

<u>Carolyn Kay Rudy (/app/generate/person?</u> <u>bvid=N MDAyMjE0MTk0MzUy&name=CAROLYN%20KAY%20RUDY)</u>

Age 32

Lives in Hagerstown, IN

View person report (/app/generate/person?bvid=N_MDAyMjE0MTk0MzUy&name=CAROLYN%20KAY%20RUDY)

Show less contact info

Address

208 N Pearl St

Hagerstown, IN 47346

(/app/generate/property?address=208%20N%20Pearl%20St.&city=Hagerstown&state=IN&zipcode=47346)

Dates seen

Mar 2022 - Jun 2023

Is this accurate?

<u>Jesus A Suasnabar (/app/generate/person?</u> bvid=N_MTA5NjE2MjI3MDgz&name=JESUS%20A%20SUASNABAR)

Age N/A

Lives in Indianapolis, IN

View person report (/app/generate/person?bvid=N_MTA5NjE2MjI3MDgz&name=JESUS%20A%20SUASNABAR)

Show less contact info

Address

8120 Wildwood Farms Dr

Indianapolis, IN 46239

Dates seen

Sep 2018 - Jun 2023

Is this accurate?

<u>Alexis M Kirby (/app/generate/person?</u> bvid=N_MDAxMzk5MjcxMzEz&name=ALEXIS%20M%20KIRBY)

Age 41

Lives in Indianapolis, IN

View person report (/app/generate/person?bvid=N_MDAxMzk5MjcxMzEz&name=ALEXIS%20M%20KIRBY)

Show less contact info

Address

8121 Wildwood Farms Dr

Indianapolis, IN 46239

Dates seen

Jan 2015 - May 2023

Is this accurate?

<u>Lacie D Hamilton (/app/generate/person?</u> <u>bvid=N MTY4MTk1ODAwMjk5&name=LACIE%20D%20HAMILTON)</u>

Age 31

Lives in Richmond, IN

View person report (/app/generate/person?bvid=N_MTY4MTk1ODAwMjk5&name=LACIE%20D%20HAMILTON)

Show less contact info

Address

104 SW 15th St

Richmond, IN 47374

(/app/generate/property?address=104%20SW%2015th%20St.&city=Richmond&state=IN&zipcode=47374)

Dates seen

Jun 2023 - Jun 2023

Is this accurate?

<u>Taylor Danielle McCracken (/app/generate/person?</u> bvid=N_MTkyMjM5MTY2NDQ5&name=TAYLOR%20DANIELLE%20MCCRACKEN)</u>

Age 28

Lives in Richmond, IN

View person report (/app/generate/person?bvid=N_MTkyMjM5MTY2NDQ5&name=TAYLOR%20DANIELLE%20MCCRACKEN)

Show less contact info

Address

104 SW 15th St

Richmond, IN 47374

Dates seen

Jun 2023 - Jun 2023

Is this accurate?

<u>Madison Nicole Phenis (/app/generate/person?</u> bvid=N_MTkzNjU4MDEwOTg1&name=MADISON%20NICOLE%20PHENIS)

Age N/A

Lives in Richmond, IN

View person report (/app/generate/person?bvid=N_MTkzNjU4MDEwOTg1&name=MADISON%20NICOLE%20PHENIS)

Show less contact info

Address

105 SW 15th St

Richmond, IN 47374

(/app/generate/property?address=105%20SW%2015th%20St.&city=Richmond&state=IN&zipcode=47374)

Dates seen

Jan 2020 - May 2023

Is this accurate?

<u>Constance Jo Henry (/app/generate/person?</u> <u>bvid=N_MDAxMjExOTQyMzQ4&name=CONSTANCE%20JO%20HENRY)</u>

Age 48

Lives in Richmond, IN

View person report (/app/generate/person?bvid=N_MDAxMjExOTQyMzQ4&name=CONSTANCE%20J0%20HENRY)

Show less contact info

Address

25 Debolt Ln

Richmond, IN 47374

(/app/generate/property?address=25%20Debolt%20Ln.&city=Richmond&state=IN&zipcode=47374)

Dates seen

Oct 2015 - May 2023

Is this accurate?

<u>Carol Ann Edwards (/app/generate/person?</u> bvid=N_MDAwNzMwMTMxNjAy&name=CAROL%20ANN%20EDWARDS)

Age N/A

Lives in Richmond, IN

 $View\ person\ report\ (/app/generate/person?bvid=N_MDAwNzMwMTMxNjAy\&name=CAROL\%20ANN\%20EDWARDS)$

Show less contact info

Address

10 Debolt Ln

Richmond, IN 47374

(/app/generate/property?address=10%20Debolt%20Ln,&city=Richmond&state=IN&zipcode=47374)

Dates seen

Dec 1999 - May 2023

Is this accurate?

Case 1:23-cv-01059-JE-JPM Document 8-4 Filed 11/16/23 Page 96 of 206 PageID #: 1167

<u>Teddy A Witt (/app/generate/person?</u> bvid=N_MDAyNzUyMTA1MTkw&name=TEDDY%20A%20WITT)

Age 92

Lives in Richmond, IN

View person report (/app/generate/person?bvid=N_MDAyNzUyMTA1MTkw&name=TEDDY%20A%20WITT)

Show less contact info

Address

26 Debolt Ln

Richmond, IN 47374

(/app/generate/property?address=26%20Debolt%20Ln.&city=Richmond&state=IN&zipcode=47374)

Dates seen

Dec 1992 - Jul 2023

Is this accurate?

Possible Criminal or Traffic

Alerts

Search county jurisdictions for digitized Criminal or Traffic Records

Where do these sources of criminal data come from?

Search for digitized records

Things you should know

Been Verified searches criminal or traffic records from thousands of jurisdictions that have digitized records.

Believe it or not, there are still many counties in the United States that haven't made their records digitally available—and many others are only partially digitized. It is possible that records may exist that cannot be accessed digitally.

Possible Bankruptcies

Alerts

Search for digitized Bankruptcy Records

Search for digitized records

Note that older records from the early 1990s and prior are not digitized and as such, cannot be found electronically.

Possible Jobs

(···

Alerts

Learn more

Myspace

(/app/search/contact?company=myspace)

Title Sexxii Slaughteress

Search other employees (/app/search/contact?company=myspace)

Is this accurate?



Try the Contact Pro Search!

Search for individuals based on employment history, job title, experience level and more to see known and derived contact information

Begin Searching

(/app/search/contact)

Possible Education

Alerts

...

000

No other possible education associated with Cinnamon Soraya Murphy found. Please note that the absence of any information or results within our reports may not necessarily be 100% accurate, complete or up to date, so please do not use it in lieu of your own due diligence.

Possible Social Media

Alerts

C Learn more

Possible usernames for Cinnamon Soraya Murphy:

juggalettecinnamon (/app/generate/username?username=juggalettecinnamon)

First seen Dec 2009

Search username (/app/generate/username?username=juggalettecinnamon)



Case 1:23-cv-01059-JE-JPM Document 8-4 Filed 11/16/23 Page 98 of 206 PageID #: 1169

First seen Aug 2011

Search username (/app/generate/username?username=juggalette4hire)

| slaughteress (| /app/generate/user | name?username= | slaughteress) |
|----------------------------|--------------------|----------------|---------------|
| DIGUESTICOTORIO | | | |

First seen Jul 2011

 $Search\,username\,(\/app/generate/username?username=slaughteress)$

| <u>sorayanightshade</u> | <u>(/app/generate/</u> | <u>/username?us</u> | sername=soraya | <u>anig</u> | <u>htsh</u> | <u>ade</u> | :) |
|-------------------------|------------------------|---------------------|----------------|-------------|-------------|------------|----|
|-------------------------|------------------------|---------------------|----------------|-------------|-------------|------------|----|

First seen Sep 2020

Is this accurate?

Overview

| Search username | e (/app/generate/username?username=sorayanightshade) |
|--|--|
| Higher Confidence | |
| Twitter | |
| @72370472 | |
| | |
| The state of the s | View on Twitter ☑ |
| Type: Personal profiles | |
| Is this accurate? | |
| To the decision of the second | |
| Secretarian management and an extra control of the secretarian and | |
| Higher Confidence | |
| Twitter | |
| @http://www.twitter.com/slaughteress | |
| and the second s | |
| romani | View on Twitter ☑ |
| Type: Personal profiles | |
| Is this accurate? | |
| | |
| | · · · · · · · · · · · · · · · · · · · |
| Higher Confidence | |
| Instagram.com | |
| www.instagram.com/sorayanightshade/ 🗗 (https://www.instagram.com/sorayanightshade/) | |
| Type Personal profiles | |
| a. | Visit Site ☑ |

Case 1:23-cv-01059-JE-JPM Document 8-4 Filed 11/16/23 Page 99 of 206 PageID #: 1170 Higher Confidence Myspace myspace.com/juggalettecinnamon 2 (https://myspace.com/juggalettecinnamon) Type Personal profiles Visit Myspace ☑ is this accurate? Higher Confidence Meetme www.meetme.com/juggalette4hire (http://www.meetme.com/juggalette4hire) Type Personal profiles Visit Meetme 2 Is this accurate? Higher Confidence Other Website myspce.com/juggalettecinnamon ☑ (http://myspce.com/juggalettecinnamon)

Type Personal profiles

Visit Site 🗹

Is this accurate?

Possible Owned Assets



Alerts

No possible owned assets found. Please note that the absence of any information or results within our reports may not necessarily be 100% accurate, complete or up to date, so please do not use it in lieu of your own due diligence.



Case 1:23-cv-01059-JE-JPM Document 8-4 Filed 11/16/23 Page 100 of 206 PageID #:

BeenVerified(*)

Access thousands in rewards!

See rewards

Savings may be available in BeenVerified Member Perks through gift cards, cash back offers or discounts. Terms and conditions apply.







Licenses and Permits

UCC filings

Notices filed by lenders to indicate an interest in Cinnamon's personal property or collateral

BONU

DEA Licenses

Licensing for health care providers that enables the handling of controlled substances

HONU

Weapons Permits

Permits that may be required to carry or possess firearms and other weapons

BONUS

Business Affiliations

Business filings associated with Cinnamon, which may contain Cinnamon's title and status

BONUS

Professional Licenses

Licensing to professionally practice in fields such as health care, legal and construction, among others

SONUS

Sporting Permits

Licensing required to participate in hunting, fishing and trapping activities

3ONUS

Piloting Licenses

FAA certification details may include certification level, type and status

Other sites charge up to \$20 dollars per report to search for sensitive data like licences and permits

Click below to search our premium data sources for this report for free



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|---|--|
| Learn more | |
| dd a note here | |
| | Add a note |
| ggestions for You | |
| urious to find out even mo | ore about Cinnamon? |
| oking into people, addresses and contacts associa | ated with Cinnamon Murphy may yield even more insights |
| Androw Bood Hondricks | |
| Andrew Reed Hendricks | |
| <u>(/app/generate/person?</u> | &name=ANDREW%20REED%20HENDRICKS&trackingName=fro |
| m%20curious) | Whathe-Andrew %20REED %20HENDRICKS &tracking Name-no |
| · | |
| Immediate Relative | |
| | View person report |
| (/app/generate/person/bvid=N_MIQWOID | U0NTI4MDIy&name=ANDREW%20REED%20HENDRICKS&trackingName=from%20curious) |
| <u>Deena Lynn Warner</u> | |
| <u>(/app/generate/person?</u> | |
| | 3&name=DEENA%20LYNN%20WARNER&trackingName=from% |
| 20curious) | |
| Immediate Relative | |
| | View person report |
| (/app/generate/person?bvid=N_MDAxN | 1TA0MDc0ODE3&name=DEENA%20LYNN%20WARNER&trackingName=from%20curious) |
| en e | man and the second seco |
| | 47346 (/app/generate/property? |
| | <u> 20St.&city=Hagerstown&state=IN&trackingName=from%20curiou</u> |
| <u>s&zipcode=47346)</u> | |
| Related Address | |



Case 1:23-cv-01059-JE-JPM Document 8-4 Filed 11/16/23 Page 102 of 206 PageID #: 1173

How would you rate this report?



Rate out of 5 stars

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NEW FEATURE

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First name

City

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All Age

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We pride ourselves on offering friendly and helpful support!

- Chat with us live
 Available 24 hours
- support@beenverified.com (mailto:support@beenverified.com) Available 24 hours
- **9** Your Member ID is 886424685

About Us



Case 1:23-cv-01059-JE-JPM Document 8-4 Filed 11/16/23 Page 103 of 206 PageID #:

- ▶ Member Perks (√abp/dashboard/rewards)
- Testimonials (https://www.beenverified.com/about/testimonials)
 - Careers (https://www.beenverified.com/careers)
 - Press (https://www.beenverified.com/press)
- Request API Access (https://docs.google.com/forms/d/e/1FAIpQLScugCNnjhri8oJkTf6SqaPigmlWRviTcVewj55RsyhS-l3Pqw/viewform)
- Request Custom Plan (https://docs.google.com/forms/d/e/1FAlpQLSdsuNU5p7oD3CX3VvEMrBP1kvG3AodnhSvDytnb36rDVpcpxg/viewform)

Help

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 - FAQ (https://www.beenverified.com/faq/billing/)
- Do Not Sell or Share My Personal Information (/app/optout/search)
 - Affiliates (https://www.beenverified.com/affiliates)

 $(https://apps.apple.com/us/app/beenverified-background-check/id342585873? utm_source=beenverified\&utm_medium=internal\&utm_campaign=)$

(https://play.googie.com/store/apps/details?id=com.beenverified.android&hl=en_US&utm_source=beenverified&utm_medium=internal&utm_campaign=)

The information contained in any report and on our website is not necessarily 100% accurate, complete or up to date, nor a substitute for your own due diligence, especially concerning such sensitive items as criminal history, relatives, mortgages and liens. Our data comes from a wide variety of sources, but some municipalities and jurisdictions are slow to report and digitize their data, so we cannot guarantee or warrant full accuracy of ALL search results.

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Accessibility &



MAY JARED HAVE SAID MANY THINGS THAT ARE "OFF THE WALL" OR "ECCENTRIC?"

MAY I HAVE DOUBTED JARED BUT FEEL I HAD TO REPORT WHAT HE SAID ANYWAY?

MAY JARED HAVE SAID MORE TO ME AND MY WIFE INVOLVING HIM AND MICHAEL?



May I have been targeted for trying to get Jared therapy as a former friend?

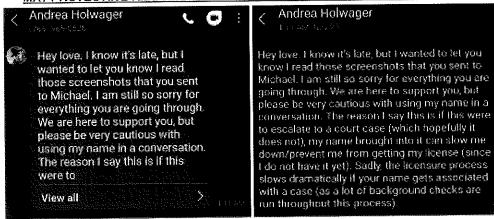
May Jared be trying to recover from a broken home and gone "over the edge?"

May Dad, Mom, Michael, and/or Andrea have a reason not to report? DID THEY REPORT?

IF NOT, MAY NOT REPORTING ONLY BE IN THEIR BEST INTERESTS?

MAY WE HAVE FACED RETALIATION ON A DEVASTATING LEVEL FOR REPORTING?

MAY PROTECTING KIDS AND SAFETY BE MORE IMPORTANT THAN A LICENSE?

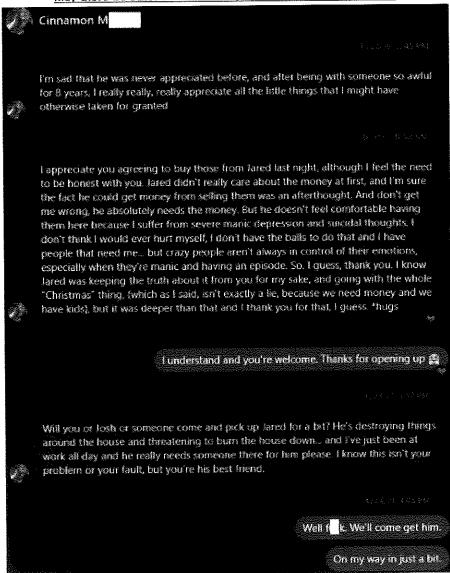


IN MY OPINION BOTH KIDS AND SAFETY ARE MORE IMPORTANT THAN A LICENSE.

MAY I HAVE A PRACTICAL EXAMPLE OF THIS IN ACTION AFFECTING MY LIFE?

MAY MY LIFETIME CARRY LICENSE APPROVED BY THE DOD BE SUSPENDED NOW?

May there be other reasons I may think Jared needs therapy?

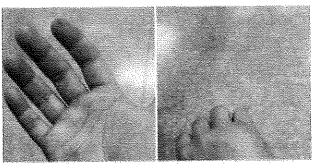


May there have been two people in the same house with kids who shouldn't have guns?

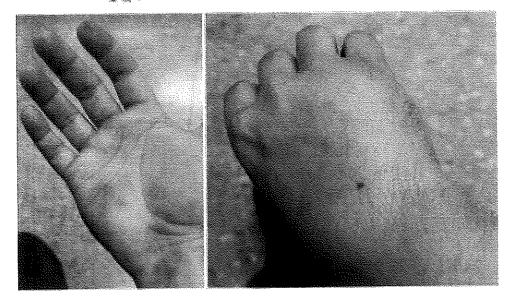
Why did I buy Jared's guns and why did we try to get him therapy?



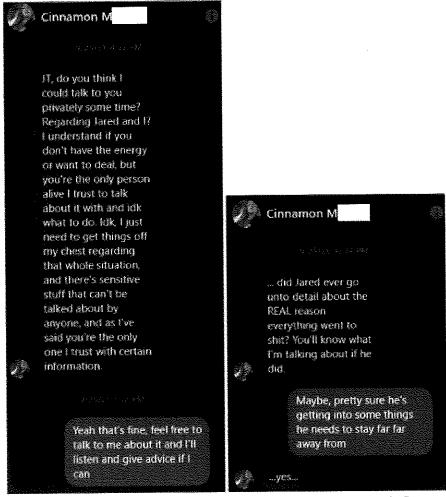
I'm not sure how apparent it is, but my hand is quite swollen. The guy in the mirror was passing me off. It occured to me that he is the cause of all my problems, so I took a swing at him. I put everything I had into that swing and magically didn't break the mirror. So now here I am at work with a bum hand, still mad at the guy in the mirror.







Why was Jared uninvited from our wedding?
Why was getting therapy resources the last thing I'd do for him?



May Jared have mentioned an addiction to cartoon pornography?

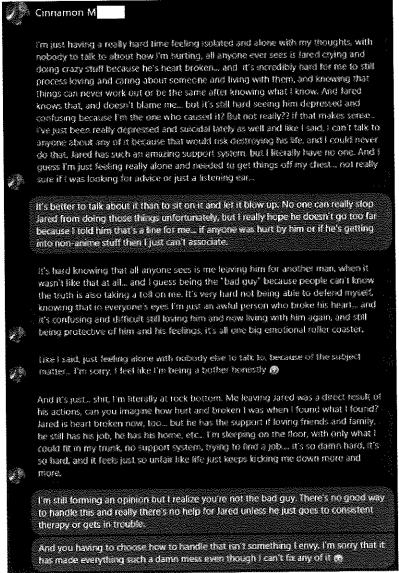
May this have made me question if Jared told me the full truth?

BECAUSE JARED HAD ASKED ME TO HELP HIM FIND THERAPY. AND SORAYA CONTACTED ME. I APPROACHED JARED. HE WAS ADAMANT HE WAS ADDICTED TO CARTOONS. I STILL FELT JARED WOULD GET IN TROUBLE FOR OUTBURSTS AND THREATENING TO BURN HIS HOUSE. WE WERE UNEASY AND HE WAS UNINVITED.

ME AND MY FRIENDS AND EX-FRIENDS AREN'T WEALTHY PEOPLE WITH RESOURCES.

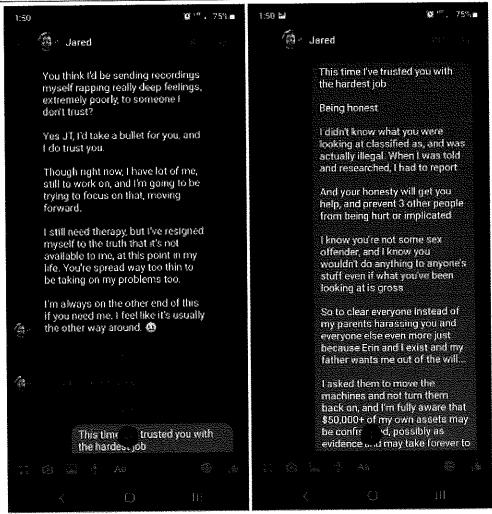
JARED HAD CALMED DOWN AFTER HAVING THE POSSIBILITY OF GETTING THERAPY.

THE GROUP WAS CONCERNED AND TRYING TO HELP JARED CORRECT COURSE.



LAST TIME DAD ACTED THIS BADLY WHEN I WAS 15, HE SMASHED MY COMPUTERS
WITH A HAMMER AND LATER BEAT ME. WHEN DAD THREATENED ME AND MY WIFE
AND BEGAN HIS ONSLAUGHT. I HAD NOWHERE FOR MY BUSINESS TEMPORARILY,
NOR A RESIDENCE TO SUPPORT IT. MICHAEL'S AND ANDREA'S HAD POWER ISSUES.

I COULDN'T FINISH PREPARING FOR OUR MARRIAGE FINANCIALLY NOR HELP JARED GET THERAPY WITH A THIRD OF OUR INCOME BEING EVEN LESS SAFE NEAR DAD. MAY I HAVE NOT KNOWN WHAT JARED SAID MAY BE ILLEGAL & FOUND IT IMMORAL?



[MAY I HAVE FELT JARED HAS A NEED FOR A PROFESSIONAL THERAPIST'S HELP?]

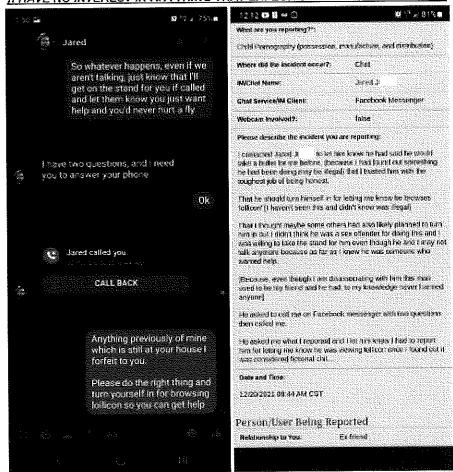
May it be responsible to "Red Flag" Jared before he hurts himself, me, my wife, or others? May it be responsible to repair defamation of my character for my wife and future family?

MAY THREATS OF BEING SHOT, DESTITUTE, AND OUR WEDDING RUINED BE WORSE? RESIDENCES WE WENT TO BUY WERE SABOTAGED IN ATTEMPTS TO MAKE US RENT. MAY THIS PREVENT US FROM TRESPASSING DAD IF HE CONTINUED HIS BEHAVIOR?

MAY I ONLY CARE TO RESEARCH THINGS I HAVE AN INTEREST IN?

- H. Restricted repetitive and stereotyped patterns of behavior, interests, and activities, as manifested by at least one of the following:
 - encompassing preoccupation with one or more stereotyped and restricted patterns of interest that is abnormal either in intensity or focus

[I HAVE NO INTEREST IN ANYTHING THAT EXPLOITS OR MAY EXPLOIT KIDS.]



MAY JARED HAVE DESCRIBED HIS POTENTIAL ISSUE AS A TYPE OF CARTOON?

[BOTH MY WIFE AND I VIEW WHAT JARED SAID AS IMMORAL AND HAVEN'T SEEN IT.]

MAY I HAVE DONE THE RIGHT THING BY REPORTING THIS?

[I REPORTED DIRECTLY AFTER MY WIFE AND I RESEARCHED THE DEFINITION.]

MAY I STILL NOT HAVE HATE FOR JARED, AND HAVE DISASSOCIATED RESPONSIBLY?

May I have mentioned witness protection?

12:13 🕶 🛘 ∞ 🔘 🖼

1 5 81 % B

presence and neither admits to doing so. Which was found and attempted to be reported as found on three separate occasions to the Wayne County Police Department. I spoke to Officer Stover Badge C4 to get the police report numbers from Wayne County Sherni's office, I spoke to Larry Kuhn of the Gambridge City police department to file my main reports and to file the last report about what has been occurring and I was told he was contacting the state taskforce. When I contacted a prior defense kiwyer who would not give me depositions for 4 years that show I was not the aggressor in my gun case his assistant tried to refer me back to a lawyer in Wayne County. IN and said she was told to do so by her boss, Tom Hirschauer. Though any lawyer in Indiana should be able to assist and another lawyer offered to do so right away. This man, Tom Hirschauer, was hired by my father and when I couldn't be convinced not to go to trial by my father without my plea deal being only misdemeanors, I was then offered a plea deal with two misdemeanors after he spoke with the lawyer. After seeing other incidents of self defense I feel I was convinced on purpose not to go to trial, and my father calls me a criminal and tells me t shouldn't own guns often. I have had to flee the state with my flies and knowledge. My sister, Alexis Turpin, is also getting married immediately and leaving the state which was, to my knowledge. unplanned, I believe after reporting this man and speaking about my father's true nature that my hance and I need winess protection. These people have been involved in the incident but were also unaware of Jared Junkin's issues: Joshua Ryan King-Baker, Phillip Jenkins, Jesse Matherly, Jasmine Matherly. I believe these people knew of Jared Junkin's issue but we're convinced to act against my best interests and attempt to put me in a conservatorship or force me into an unneeded and illegal diagnosis when I was in true fear for my life from my father out of "concern." Andrea Holwager, Linda Turpin I believe these menknew of Jared Junkin's issues and may not have reported with the guise of attempting to 'protect' me while intimidating me and my fiance to not live in the state of Indiana: Michael Mann & Jon Brent Turpin I think the police chief. Richard Roberts, may have been bed to about this situation as he also seemed to think my parents were only "concerned" while attempting to push other people to take my rights away and force me to recart truthful reports made to the Wayne County police department to "save my father's reputation," I am in fear for our lives and I believe there's a trust. fund named the Jon B Turpin and Linda B Turpin revocable trust which, until looking up information online about living trusts and finally searching for it on Wayne County Courts site recently. I knew nothing about except what my father yells at me in attempts to control my life. I still don't know the value of this trust fund and only suspect it is extremely valuable as it has been part of my

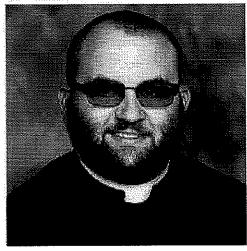
May I have mentioned this out of true concern?

After saying they'd "leave us alone" our Priest Father Brent was called: May Dad have tried to stop our wedding saying we were "incompetent?"

Rev. P. Brent

Pastor | St. Agnes, Baton Rouge

groudoib@



The same kind Priest who helped us with marriage counseling and preparation.

Marriage Prep Meeting - Zoom info





Fr. Brent to Earl and M

- spinalicons - Inc. 2014 2014 4938 Ald - 👌

We haven't had to use Zoom much here at St. Agnes, so we don't have the appraised account to have longer sessions with 34 people, so I set up two meetings in case we need to back out and start over Links below. See y'all virtually at 21

Topic Marriage Prep Meeting

Time: Jul 15, 2021 02 00 PM Central Time (US and Canada)

Join Zoom Meeting https://us04web.zoom.ud//76673142389?

Meeling ID 766 7314 Passcode:

SECOND MEETING, If needed. John Zoom Meeting https://us04web.zoom.usi/781548130787

Meeting ID: 781 5461 Passcoda.

May Dad have lied to a Priest to follow through on his threats with God watching? If Dad may lie to Law Enforcement, a Priest, and God, may Dad be dishonest with You?





Father Brent even helped us with marriage preparation.

"Called to Love" Retreat

Diocese of Baton Rouge Marriage and Family Life Ministry

This is to certify that

Erin Golden & Jon Turpin

Completed the Virtual Weekend of Premarital Spiritual Preparation for Marriage

September 18-19, 2021

"It would be good for the engaged couple to arrive at the wedding having prayed together, one for the other, to seek God's help in remaining faithful and generous, to ask the Lord together what he wants of them."

Familiaris Consortio #116 John Paul II

Director of Marriage and Family Life

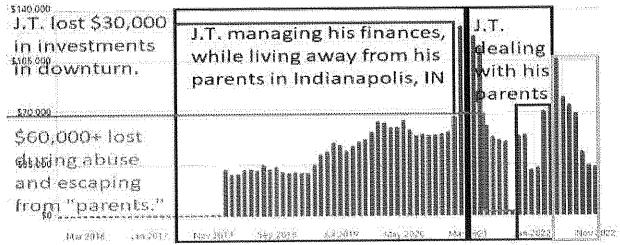
Harry Dust

Bishop of Baton Rouge

+ Michael & Duca

This was a wonderful, spiritual stepping stone on a lifelong journey of marriage.

May we have been forced to start our marriage with practically no means to live?



Cryptocurrency Business Sales

"Dowry" & Home Parchase & Repairs

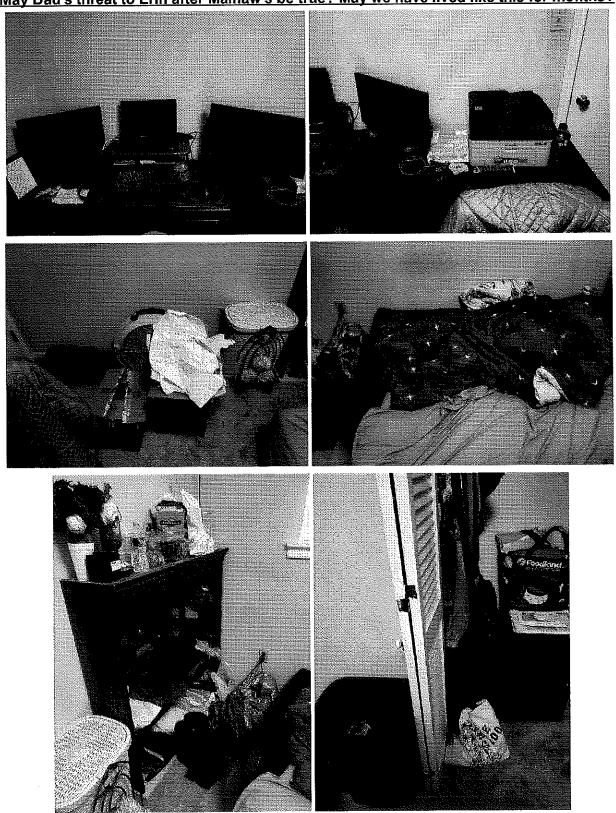
May we have started off our marriage destitute and living on a futon for safety?

May Dad have tried to make us "destitute with five kids living under a bridge?"



That's the vehicle where we slept and celebrated being "JUST MARRIED!"

May Dad's threat to Erin after Mamaw's be true? May we have lived like this for months?



May Dad have had Mom kick me out over "his business" before when I was 19 years old?

May this not be a good wedding gift for an event Dad threatened not to come to?

Yorktown Police Department Compact

Print Date/Time: Login ID:

09/20/2023 10:05

kwalthour96 2023-00007683 **ORI Number:**

Yorktown Police Department

IN0180400

Case Details:

Case Number:

Case Number: Location:

2023-00007683

9312 W SMITH ST

Status

Yorktown, IN

Incident Type:

Criminal Mischief 12/10/2021 09:45

Occured From: 12/10/2021 09:45 Occured Thru:

Description

Reported Date:

09/20/2023 09:42 Wednesday

Status:

Unfounded

Status Date:

09/20/2023

Due Date/Time

Counts

Assigned Officer Associated Cases

Assignment Date/Time

Assignment Type Assisting ORIs

Assigned By Officer Role

Modus Operandi

Solvability Factors

Statute

Weight

Offenses

Witnes

| No. | Group/ORI | Cliffle Code | Ottatato | |
|--------|-----------|--------------|----------|--|
| Subjec | ets | | | |

| Subjects | | | | | | | |
|----------|-----|-------------------|---|--------------|---------|----------|------------------|
| Туре | No. | Name | Address | Phone | Race | Sex | DOB/Age |
| Suspect | 1 | Moffitt, Tonya | | | | | |
| Suspect | 2 | Holwager, Michael | , | | | . ^ | |
| Suspect | 3 | Junkin, Jared | He nay also be cons | were su | sect by | [and Bot | osciclent, but |
| Suspect | 4 | Baker, Josh King- | He may also be cons | (765)238-773 | в ' | | |
| Victim | 1 | TURPIN, JOHN | ,• 2421 S PLUM ST Yorktown.IN 47396 | (225)259-627 | 0 White | Male | 04/05/1990 33 |
| Witness | 1 | Sexton, Alan | 101110441,114 41 000 | (765)313-665 | 1 | | × 1/ 14 |

he, being Josh King-Baker, is a witness, and this may be on monest mistake... regulless, his testimony is a included for review on the flash drive, and

Michael A.M. Holmager, in my opinion, aster per juring himself on the stand, is aware of this, and attempted to folsely allege that Josh King-Baker had evidence was hearsay against us because

Page: 1 of 5 are oftenpting, also, to addid all necessary accountability.

Yorktown Police Department **Compact**

Print Date/Time:

09/20/2023 10:05

Login ID: Case Number: kwalthour96 2023-00007683 **ORI Number:**

Yorktown Police Department

IN0180400

Subject # 1-Suspect

Primary:

Name:

Moffitt, Tonya

Domestic Violence Referrals:

Subject #

2-Suspect

Primary:

Name:

Holwager, Michael

Domestic Violence Referrals:

Subject #

3-Suspect

Primary:

No

Name:

Junkin, Jared

Domestic Violence Referrals:

Subject #

4-Suspect Nο

Primary: Name:

Baker, Josh King-

Primary Phone:

(765)238-7738

Domestic Violence Referrals:

Subject #

1-Victim

Primary:

Name:

TURPIN, JOHN **2421 S PLUM ST**

Address:

Primary Phone:

Yorktown IN 47396

(225)259-6270

Height: Eyes:

Race:

5ft 8 in GRN

White

Sex: Weight: Hair:

Male 170.0 lbs. DOB:

04/05/1990

DVL #:

0210-07-5538 State:

BRO

IN

Age:

33 :

Domestic Violence Referrals:

Subject #

1-Witness

Primary: Name:

No Sexton, Alan

Primary Phone:

(765)313-6651

Domestic Violence Referrals:

Arrests

Arrest No. Name Addre'ss Date/Time Туре Age

Page: 2 of 5

Yorktown Police Department Compact

Print Date/Time: 09/20/2023 10:05 Login ID:

Case Number:

ORI Number: kwalthour96 2023-00007683

Yorktown Police Department

IN0180400

Property

Item No. Tag No. Description Model Make Type Code Date **Vehicles** License Plate State Color Year Make Model Vehicle Type No. Role

Case 1:23-cv-01059-JE-JPM Document 8-4 Filed 11/16/23 Page 120 of 206 PageID #:

Case Number: 2023-00007683, ORI: IN0180400. 1191 Page: 4 of 5

2023 7683

2023-07683 Yorktown Police Department

On 9-19-2023 Mr. John Turpin came in to the Yorktown Police Office and requested a report for a possible criminal mischief that occurred in New Castle, Indiana between 12-10-2021 and 12-27-2021. Due to the time frame, I have attached the letter Mr. Turpin gave me. I have attempted to contact both of the witnesses. I was unable to get ahold of either witness.

/s/ Kurt Walthour Kurt Walthour, Chief Yorktown Police Department 2013-7683

SY95. Messick Rd.

New Castle, IN 47362

Date Range: 12/10/21 - 12/25/21

Suspects: Tanya Moffitt

Michael A. M. Holwager Joseph R. Sunkh

Witnesses: Alan Sexton

765-313-6651 Sosh King-Daker 765-238-7738

Alan Sexion let me known on 9/13/23 that Tanya Moffitt admitted to deflating the tires on my 1985 mustang and was "bragging" about doing so just before our marriage, admitting she had vandalised my car before a cross-country trip just after Michael A. M. Italways's involvement

Case 1:28-mayosspic iron pottarious 8-11 16/05 the recording included from John King-Baker as a witness. Please 1981 sten to the recording included from him on the flush drive included with this parket for his account of my prents. https://drive.google.com/file/d/1ak-Y0i7kKNiSaQpBtUgGc16j40ngau7/view?usp=share_link



May I get defensive after saying "No" if my Dad may defame me to Mom to "push" her?

May I be required to express our boundaries more rigorously than normal to survive?

2. Emotional Abuse

<u>Emotional abuse</u> could include accusing, belittling, blaming, bullying, criticizing, demanding, ordering, raging, sarcasm, shaming, or threatening.

13. Financial Abuse

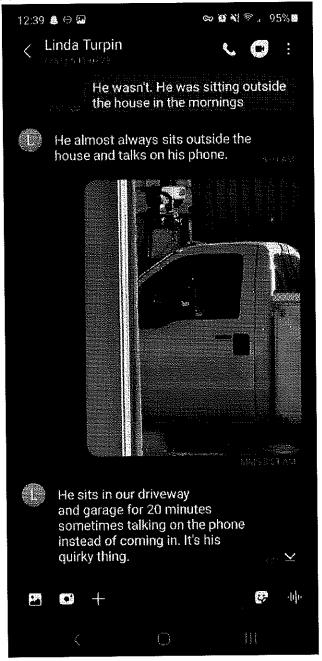
Financial abuse might include controlling you through economic domination or draining your finances through extortion, theft, manipulation, or gambling, or by accruing debt in your name or selling your personal property.

24. Hogging the Conversation

Narcissists love to talk about themselves. They will embellish and flat out lie to make themselves look better than others or inflate their accomplishments. There is no room to talk about your accomplishments, nor do they care about them in the first place.

I'm sorry to Mom, but Dad told law enforcement we'd be left alone.

May Dad have approached the house previously and I pointed for him to go?



May Mom not even believe her Son with photo evidence?

May Dad be sitting outside my rental house, not their brick house, on camera?

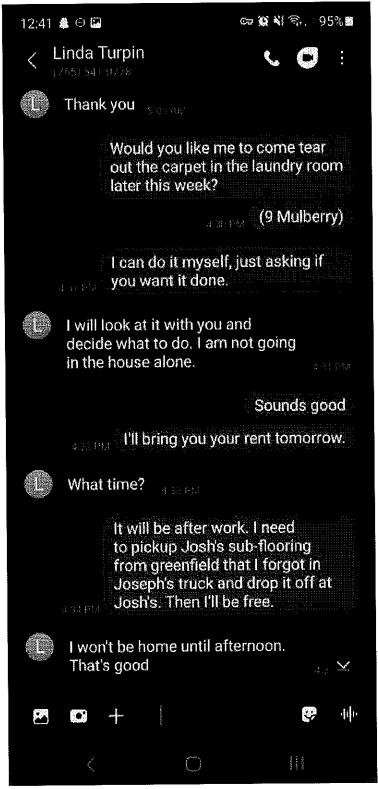
14. Privacy Invasion

lgnoring your boundaries by lacking through your things, phone, or mail; denying your physical privacy or stalking or following you; ignoring your request for privacy.

MAY MOM UNINTENTIONALLY BE A "FLYING MONKEY?"

May I have paid December's rent and may intentions for the money be written via text?

May I have cleaned away from Dad? May the receipt have been changed to "damages?"



May this be an attempt to claim me as a "dependent" during December of 2021?

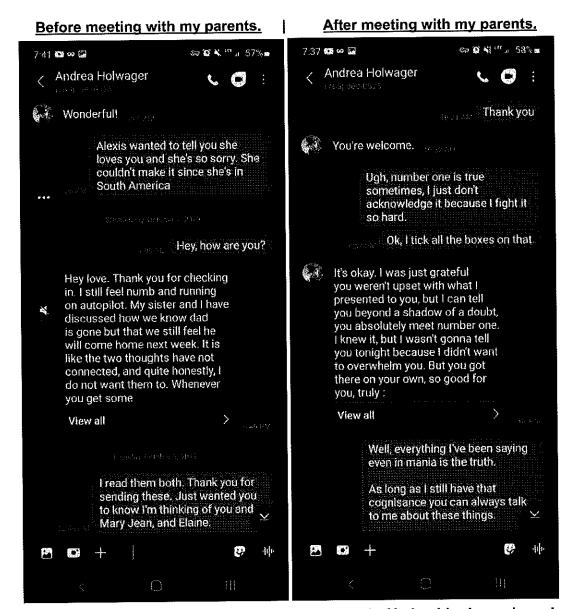
If so, may I need to report domestic violence perpetrated against me as a minor?

AFTER ANDREA MET WITH MY PARENTS I WAS TOLD:

"To have peace with your parents, you have to get a diagnosis of bipolar and leave the state!"

Supposedly I was accused of being "bipolar" or "manic" after reporting these events.

May this be an attempt by my Dad and/or Michael to remove second amendment rights?



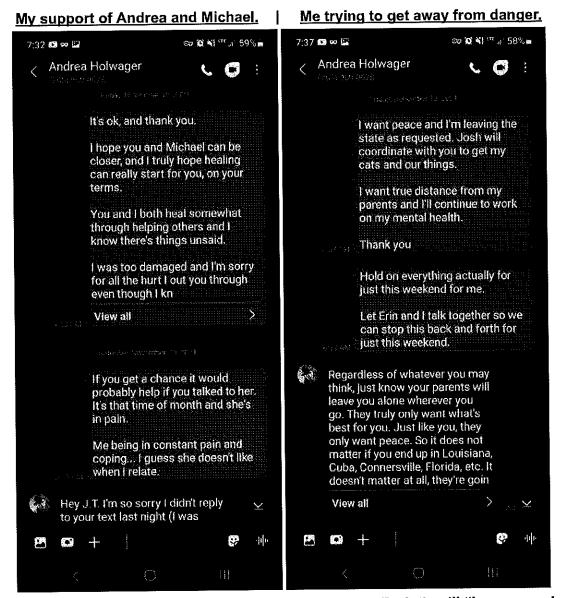
Taken seriously and called a pet name. | Accused of being bipolar and manic.
[Refer to "bipolar" within the DSM IV/V criteria for #1 Andrea refers to]

May Dad and/or Michael have a motive to "invalidate my memory" with a false diagnosis?

May this have trapped me in Indiana and prevented our wedding allowing guardianship?

MAY IT BE POSSIBLE THAT THIS WOULD SEPARATE ME FROM A WITNESS?

IN MY OPINION I HAD TO "PLAY ALONG" TO STAY SAFE AND GET AWAY FROM THEM.



My support of Erin, as well.

| After seeing Dad: they'll "leave you alone."

After Dad let a respected law officer know he'd leave us alone. Andrea said she met with my Dad and I was told that Dad said: "How can we help our son!?" with 'teary eyes'.

May Dad try to control me if I asked for help before, even during dire need?

May Dad's teary eyes be inconsistent with what Dad told law enforcement?

Even a different, fully qualified therapist said it may be time to leave, so I did with haste.

May I not have been manic at all? May I have been in fear for my life?

Each of the guns below was purchased from Jared before these events.

Jared said he felt "suicidal" after his girlfriend Soraya left him and asked me to buy his guns. So I did because this seemed to be the responsible and safe thing to do.

Jared previously owned the .25 caliber pistol.

So I officially abandoned that .25 pistol with law enforcement.

Serial #: 838581 | .25 caliber MP-25 Pistol

| | | III of Sale | |
|---|--|--|---|
| er it kilowii the | (6) payment in this eurit o | r § 950, the full recei le and fransfers to Jú | or of which is acknowledged that n Turpin (Buyer) the following: |
| grandisclurer | Rospi | Modelt | SP401 |
| Caliber | OWNERM TEC. | \$iyla: | Rayover |
| Serial III | 576.45174 | Pilsen | \$402 |
| 30000 | | | |
| Manufacturori | Raced Arms | (Apdel) | MF-25 |
| Caliber | ,26 Auto | Style: | Semi-Auig Pisiti |
| Soria de | 938581 | Price: | \$200 |
| | 0.007/202 | ymant ji; tull fûr t'i e is i | pore property with an same will arty. |
| Seign acknowledg | ovo (Williams) | ment in full for the second of | pos property with an as a will harry. |
| Care signed Care signed Seller: Biyer: In tim preserve Prior name of a Serial A | controls 600 paper of the first | ment in tall for the and the state of the st | pose property with an accomplishing. White Int: 1500 Dayle to 127 Jagnen Revisiber |

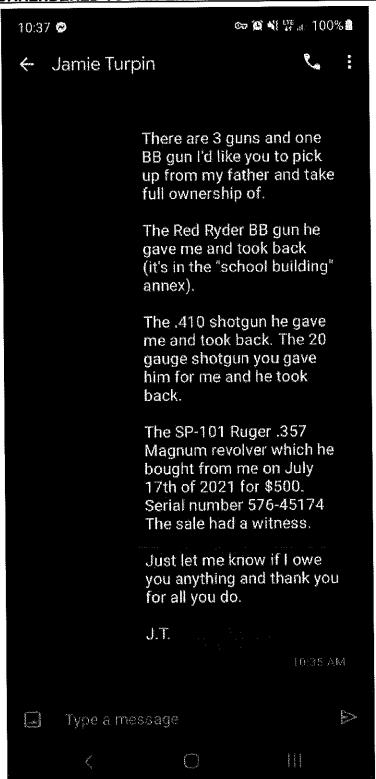
Jamie Turpin also confirmed that my Dad purchased the revolver.

Serial #: 576-45174 | .357 Magnum Revolver

Dad first said I may be "suicidal" after buying an unregistered .357 from me in July 2021.

This was 5 months before our wedding. May an accusation by Dad of me being "suicidal" after selling a pistol to him cause me to have fear of my Dad?

PLEASE ADD THE M77 HAWKEYE TO THIS REQUEST. THESE MAY BE SURRENDERED TO LAW ENFORCEMENT OR THEIR RIGHTFUL OWNER.



IF DAD IS THE RIGHTFUL OWNER THEN I WISH TO HAVE EVIDENCE I'M NOT CONNECTED TO ANY FIREARM DAD OWNS AND/OR HAS IN HIS POSSESSION.

Below is what is known as "abandoning a firearm" in a legal manner to law enforcement.

| lo. | | nment of Property Form yoluntarily relinquish | ol ytragon, jailwollol ani | Proc. of the state | |
|-----------------|------------------------------|--|----------------------------|--|--|
| JA OL | LN - UZICI-CI Marke Seria | 7 600 8 | Chain of Custody (ves/o | | |
| | | | | | |
| 12 | Signature | —————————————————————————————————————— | 28-21 Date | 15 (15 (15 (15 (15 (15 (15 (15 (15 (15 (| |
| Oda-C Notary | The my co | menission expires | 9-19-202 (mm/ad/wy) | | |
| | | | | | |
| | | | | | |
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When speaking with Jamie Turpin, I may have been misunderstood regarding this.

Case 1:23-cv-01059-JE-JPM Document 8-4 Filed 11/16/23 Page 130 of 206 PageID #: 1201

| | | 1201 | | |
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| Richard E Bell J | lr | | | |
| Age 50 years old | | | | |
| Born July 1973 | | | | |
| Location Marietta, GA | | | | |
| Aliases Richard Bell, Richard | d E Bell <u>View 7 more</u> | | | |
| Add to Address Book | | | | |
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| ■ MARIA.BELL77@GMAIL.COM | And the second s | The second secon | The state of the s | View 3 more |

No photos found

6 relatives found

NOTE: Spouses may appear as relatives

5 social networks identified

theck for Criminal or Traffic records





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US Secret Service is listed under the Federal Government Police locations category which falls under the larger Police Protection category of government offices, partners, and services on LocalGovs.com's

directory. Their address is 200 Granby St in Norfolk, Virginia (23510). Directions, both mobile and...

IN THE UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF GEORGIA VALDOSTA DIVISION

RICHARD E. BELL, JR., KAREN K. BELL, BRANDEN R. BELL, and BRIAN E. BELL,

Plaintiffs.

٧.

Civil Action No. 7:16-CV-16 (HL)

JOHNSON PUBLISHING COMPANY, LLC, a/k/a JOHNSON PUBLISHING COMPANY, INC.,

Defendant.

ORDER

Before the Court is Defendant Johnson Publishing Company, LLC's Motion for Partial Judgment on the Pleadings (Doc. 34). Defendant moves the Court to dismiss the defamation claims of Plaintiffs Richard E. Bell, Jr. and Karen K. Bell (the "Bell Parents"). Defendant additionally moves to dismiss Plaintiffs' collective claim for punitive damages, alleging that Plaintiffs failed to follow the statutory requirements set forth in Georgia's retraction statute and thus are not entitled to the recovery of punitive damages. Upon review of the pleadings, and with the benefit of oral argument, the Court GRANTS IN PART AND DENIES IN PART Defendant's motion. Also before the Court is Plaintiffs' Motion for Leave to



Amend Amended Complaint (Doc. 43). For the following reasons, Plaintiffs' motion is **DENIED**.

I. BACKGROUND

Around 1:30 p.m. on January 10, 2013, the body of Kendrick Johnson ("KJ"), a Sophomore at Lowndes County High School ("LCHS") in Valdosta, Georgia, was discovered in a standing gym mat in the school's old gym. Speculation abounded about how KJ came to be in the rolled-up mat, and media outlets began probing the developing story. Between August 12, 2013 and April 9, 2014, Defendant Johnson Publishing Company, LLC ("Johnson Publishing"), published a series of fifteen articles on their website Ebony.com pertaining to KJ's death and the ensuing investigation (the "KJ Articles" or "Articles"). Frederick A. Rosen ("Rosen"),1 a writer known for his "true crime" publications, authored the majority of the articles. The initial five articles, published between August 12, 2013 and September 23, 2013, were entitled "Who Killed Kendrick Johnson." In these first articles, Rosen questions the integrity of the investigation into the cause of KJ's death, suggesting that KJ was murdered under suspicious circumstances and not the victim of an unfortunate accident as claimed by local law enforcement.

¹ Rosen was dismissed as a party to this lawsuit on March 8, 2017.

On September 4, 2013, Rosen first reports about a student by the name of "Sean Marshal," who allegedly was involved in an altercation with KJ on a school bus traveling to an away football game several months prior to KJ's death. (Doc. 31-1, p. 23). Sean Marshal is a pseudonym that Rosen later changed to "Clark Martin" in his October 25, 2013 article "Did a Fight Lead to Kendrick Johnson's Murder?" (Id. at p. 36). The article describes Clark Martin as a white male who was a Senior at LCHS. (Id. at p. 36). According to the article, detectives following up on the story about the altercation between KJ and Clark Martin contacted "Sam Martin," Clark's father, and requested an interview:

When Adams did, the father, Sam Martin, referred him to his attorney, who would not permit any interviews at that time. However, two weeks later on January 31, Det. John Marion followed up and contacted one of Martin's parents and was able to go to their house and speak to the teen.

(<u>Id.</u>). Clark reportedly told the investigators during this meeting that he did not know KJ and that on the day of KJ's death he was in the weight room and not in the old gym. (<u>Id.</u> at p. 37). The Martins' younger son Chris, a Sophomore at LCHS, was present during the interview of Clark. (<u>Id.</u>). The detectives sought and obtained permission from the parents, Sam and Susan Martin, to speak with Chris as well. (<u>Id.</u>). Chris told the detectives that he had observed both KJ and other students throwing their shoes over the gym mats, which they would retrieve the next day to play basketball. (<u>Id.</u>). On March 21, 2013, the Lowndes County Sheriff's Department ("LCSO") contacted the Martin's attorney about Clark and

Chris Martin providing a formal statement to police. (<u>Id.</u>). The attorney, after consulting with Sam Martin, informed the LCSO that the two young men would not be meeting with investigators. (<u>Id.</u>).

In this same article, Rosen reports that in April 2013, investigators interviewed another student who stated that it was Chris and not Clark Martin who got into a fight with KJ on the school bus. (Id. at p. 38). Chevene King, an attorney of KJ's parents, also purportedly stated during a radio interview that following the altercation Sam Martin invited KJ to his home for a rematch. (Id.).

While the alleged fight between KJ and Chris Martin remained as a central feature in Rosen's investigation into what led to KJ's death, any further mention of the Martin parents in the remaining articles is sparse. Rosen recaps the majority of the events described in his October 25 article in his November 19, 2013 article "Tweets from Possible Suspects Raise Eyebrows" (the "Tweets" article). (Id. at p. 40-44). However, in this article Rosen also notes that Beau Webster, a private investigator hired by KJ's family, specifically identified Clark and Chris Martin as possible suspects for the murder of KJ. (Id. at p. 41). According to the article, Webster additionally identified other alleged suspects and stated that they were under investigation by the Federal Bureau of Investigation. (Id.). Webster apparently also discovered that Chris Martin and KJ fought a second time. (Id.). This discovery is what led investigators to approach Sam Martin for permission to interview Chris. (Id.). Rosen then states, "We have

been able to confirm that the elder Martin is an FBI agent. He refused to have his son interviewed by the sheriff's detectives, instead referring them to his attorney." (Id. at 41-42). The "Tweets" article goes into more detail about what transpired during the investigator's January 31, 2013 meeting with the Martin family, again stating that the detectives obtained permission from either Sam or Susan Martin to speak with the boys. (Id. p. 42). However, neither the "Tweets" article nor any of Rosen's subsequent submissions to Ebony.com describe any further involvement of Sam or Susan Martin.

On April 18, 2014, Plaintiffs' counsel sent Johnson Publishing a letter entitled "Demand for Retraction and Payment of Unliquidated Damages." (Doc. 31-2). The letter demands the following pursuant to O.C.G.A. § 51-5-11:

within fourteen (14) days of the receipt of this letter, [Johnson Publishing] issue a written retraction to the national media of the statements you have made that the sons of the FBI agent identified in your articles were involved at all in the death of KJ or any possible cover-up of the death. You must retract any claim that their father, or any member of the Bell family, was part of the alleged cover-up of KJ's murder. If you agree to make a retraction, we will furnish you with a specific retraction statement acceptable to the Bells.

(Doc. 31-2, p. 11-12). Plaintiffs further demand that Johnson Publishing pay \$1.5 million in compensatory damages within thirty (30) days of receiving the letter. (Id. at p. 12).

Plaintiffs' counsel sent a second letter to Johnson Publishing dated May 19, 2014, entitled "For Settlement and Retraction Purposes Only." (Doc. 31-3).

This letter sets forth the retraction notice Plaintiffs required Johnson Publishing issue, to "be released to all U.S. print and broadcast media, as well as web media or others linked to any Johnson web site." (Id. at p. 1). The letter further specifies Plaintiffs' requirement that the retraction notice "be written in Ebony Magazine and posted on the Ebony website for a period of one year so that any person attempting to access any Ebony articles about KJ . . . will see this retraction." (Id. at p. 2). The letter set a deadline of May 21, 2014 for Johnson Publishing to issue the retraction. (Id. at p. 4).

Johnson Publishing removed the majority of the KJ articles from Ebony.com on May 5, 2014. (Doc. 31, ¶ 26). However, Johnson Publishing refused to publish the written retraction demanded by the Bell Parents. (Id.).

II. LEGAL STANDARD

A motion for judgment on the pleadings is properly filed "[a]fter the pleadings are closed[,] but early enough not to delay trial." Fed. R. Civ. P. 12(c). "Judgment on the pleadings is appropriate when there are no material facts in dispute, and judgment may be rendered by considering the substance of the pleadings and any judicially noticed facts." Hawthorne v. Mac Adjustment, Inc., 140 F.3d 1367, 1370 (11th Cir. 1998) (internal citations omitted); Cunningham v. Dist. Att'y's Office for Escambia Cty., 592 F.3d 1237, 1255 (11th Cir. 2010). In deciding a motion for judgment on the pleadings, the facts in the complaint are accepted as true and viewed in the light most favorable to the nonmoving party.

Id. The court may consider documents attached to the pleadings. Horsely v. Feldt, 304 F.3d 1125, 1134 (11th Cir. 2002).

A Rule 12(c) motion for judgment on the pleadings is governed by the same standards as a Rule 12(b)(6) motion to dismiss. Strategic Income Fund, LLC v. Spear, Leeds & Kellog Corp., 305 F.3d 1293, 1295 n.8 (11th Cir. 2002) (explaining that the standard for either a Rule 12(b)(6) or Rule 12(c) motion is "whether the count state[s] a claim for relief"). The complaint must contain sufficient factual information to state a claim for relief that is "plausible on its face." Wooten v. Quicken Loans, Inc., 626 F.3d 1187, 1196 (11th Cir. 2010). When the plaintiff provides enough "factual content that allows the court to draw the reasonable inference that the defendant is liable for the misconduct alleged," the complaint is "plausible on its face." Ashcroft v. Iqbal, 556 U.S. 662, 678 (2009). "Labels and conclusions" and a "formulaic recitation of the elements of a cause of action" are insufficient to raise a right to belief above the "speculative level." Bell Atlantic Corp. v. Twombly, 550 U.S. 544, 555 (2007).

III. DISCUSSION

Defendant argues that it is entitled to judgment on the pleadings because none of the statements contained within any of the KJ Articles that potentially reference the Bell Parents is libelous as a matter of law. Georgia law defines libel as "a false and malicious defamation of another, expressed in print, writing, pictures, or signs, tending to injure the reputation of the person and exposing him

to public hatred, contempt, or ridicule." O.C.G.A. § 51-5-1(a). "To succeed in a libel action, a plaintiff must prove that the defendant published a defamatory statement about the plaintiff, the defamatory statement was false, the defendant was at fault in publishing it, and the plaintiff suffered actual injury from the statement." Bryant v. Cox Enterprises, Inc., 311 Ga. App. 230, 234 (2011) (quoting Mathis v. Cannon, 276 Ga. 16, 21(2) (2002)) (internal quotation marks omitted).

A. Libel Claims

1. "Of and Concerning"

To sustain an action for libel, there is no requirement that the defamatory statement refer directly to the plaintiff; however,

the allegedly defamatory words must refer to some ascertained or ascertainable person, and that person must be plaintiff. If the words used really contain no reflection on any particular individual, no averment or innuendo can make them defamatory. An innuendo cannot make the person certain which was uncertain before.

Armscorp of Am. v. Daugherty, 191 Ga. App. 19 (1989) (internal quotation marks and citation omitted) (alterations adopted). The plaintiff bears the burden of showing that "the publication was about the plaintiff, that is, whether it was of and concerning her as a matter of identity." Smith v. Stewart, 291 Ga. App. 86, 92 (2008) (quotation marks and citation omitted). "The test is whether persons who knew or knew of the plaintiff could reasonably have understood that" the allegedly defamatory statement refers to the plaintiff. Id. "It is not necessary that

all the world should understand the libel; it is sufficient if those who knew the plaintiff can make out that she is the person meant." <u>Id.</u> (alterations adopted).

The Court concludes that the KJ Articles contain sufficient identifying information about the Bell Parents for persons who knew or knew of them to conclude that the individuals identified as "Sam" and "Susan Martin" are actually Richard and Karen Bell. Defendants have not argued to the contrary. Accordingly, the Court finds that Plaintiffs have met their initial burden of establishing that the Articles are, in part, about them.

2. Libel Per Se

A written defamatory statement may be actionable either as libel per se or libel per quod. Zarach v. Atlanta Claims Ass'n, 231 Ga. App. 685, 688 (1998) (citing Macon Telegraph Pub. Co. v. Elliott, 165 Ga. App. 719, 723(5) (1983)).

Libel per se consists of a charge that one is guilty of a crime, dishonesty or immorality. Statements that tend to injure one in his trade or business also are libelous per se. When determining whether words are defamatory as a matter of law, courts may not hunt for strained constructions and must rely upon the words themselves in considering whether a statement was defamatory per se. Defamatory words which are actionable per se are those which are recognized as injurious on their face – without the aid of extrinsic proof.

Id. (internal quotation marks and citations omitted).

"The law is abundantly clear in Georgia – words that are libelous per se do not need innuendo." Id.; see also Cottrell v. Smith, 299 Ga. 517, 523(II)(A), (2016) (words that require extrinsic proof to show their defamatory nature are not

libel per se). "A publication that is claimed to be defamatory must be read and construed in the sense in which the readers to whom it is addressed would ordinarily understand it." Collins v. Creative Loafing Savannah, Inc., 264 Ga. App. 675, 679 (2003). Thus, "the whole item should be read and construed together, and . . . if its meaning is so unambiguous as to reasonably bear but one interpretation, it is for the judge to say whether that signification is defamatory or not." Fiske v. Stockton, 171 Ga. App. 601, 602(1) (1984). "Where a statement is defamatory per se, the element of damages is inferred. Smith v. DiFrancesco, 341 Ga. App. 786, 789 (2017) (citing Strange v. Henderson, 223 Ga. App. 218, 219 (1996)).

The Bell Parents allege that the KJ Articles falsely accuse them of conspiracy to cover up the murder of Kendrick Johnson. Under O.C.G.A. § 16-10-50, a person commits the crime of "hindering the apprehension of a criminal when, with intention to hinder the apprehension or punishment of a person whom he knows or has reasonable grounds to believe has committed a felony or to be an escaped prisoner, he: (1) [h]arbors or conceals such a person; or (2) [c]onceals or destroys evidence of the crime." The plain language of the Articles makes no such claim against the Bell Parents.

The Articles themselves say very little about the Bell Parents and certainly never specifically state that they were involved in any type of purported criminal conspiracy. Defendant published Rosen's first article in the series on August 12,

2013. (Doc. 31-1, p. 2-6). There is no reference to the Bell Parents until the sixth article, "Did a Fight Lead to Kendrick Johnson's Murder?", which appeared on October 25, 2013. (Id. at p. 35-39). In that article, it was reported that when investigators first contacted the father of a young man believed to have been involved in an altercation with KJ several months prior to KJ's death, the father initially declined permission for law enforcement to meet with his son, instead referring the investigators to the family's attorney. (Id. at p. 36). Two weeks later on January 31, 2013, when the detective contacted the parents again, the detective was invited to the home to speak with the young man. (Id.). During the interview with the one teenage boy, the investigator sought and obtained permission to speak with the younger son as well. (Id. at p. 37). According to this same article, on March 21, 2013, law enforcement, interested in obtaining a formal statement from the two boys, spoke with the family attorney, who advised that there would be no further meetings with investigators. (Id.).

The "Tweets" article, which appeared on Ebony.com on November 19, 2013, again describes investigators' meeting with Sam and Susan Martin and their two sons, Clark and Chris, reiterating that the parents initially referred law enforcement agents to their family attorney but later consented to meet with investigators in their home. (Id. at p. 41-42). This article also identifies Sam Martin as an FBI agent. (Id. at p. 41). Neither the Court nor the parties have

identified any additional statements that reference the Martin parents, a pseudonym for the Bell Parents.²

The Articles describe no criminal conduct by the Bell Parents. As the parents of Branden and Brian, who were both minors at the time, the Bell Parents were well within their rights either to grant or to decline interviews with their children. Their decision to limit their sons' contact with law enforcement was not criminal, nor does it constitute either harboring or concealing a criminal or concealing or destroying evidence of a crime as required under O.C.G.A. § 16-10-50. In order for the Court to accept Plaintiffs' argument that the Bell Parents by declining further interviews somehow knew that KJ had been murdered and engaged in an overall conspiracy to prevent the apprehension of Kendrick Johnson's suspected murderer, the Court would have to read a great deal into the plain statements of the Articles and would require the imputation of innuendo, which the court may not consider when determining whether a writing is defamatory as a matter of law. Zarach, 231 Ga. App. at 689 (citing Willis v. United Family Life Ins., 226 Ga. App. 661, 662 (1997)). Relying on the

² At the hearing held on October 11, 2017, the Court went through each of the statements identified by Defendant as referring to the Bell Parents. The Court then asked Plaintiffs' counsel to explain how each statement was libelous per se and to identify any additional statements Plaintiffs claim libeled the Bell Parents. Plaintiffs' counsel pointed to no additional statements within the Articles.

³ Plaintiffs misstate the law regarding the consideration of rumor and innuendo when determining whether a statement is libelous per se. Citing to <u>Southern Co. v. Hamburg</u>, 220 Ga. App. 834, 838-39 (1996), Plaintiffs suggest that the use of

unambiguous language in the Articles, the Court finds that the statements contained in the KJ Articles pertaining to the Bell Parents are not libel per se as a matter of law.

Plaintiff Rick Bell additionally argues that he was libeled per se because the Articles injured him in his business as an FBI agent. The November 19, 2013 "Tweets" article does identify "Sam Martin" as an FBI agent. However, neither the "Tweets" article nor any of the other KJ articles ever states that Martin's position as an FBI agent had any bearing on his parental decision to limit his sons' contact with law enforcement. Any allegation that Rick Bell abused his authority as an FBI agent, again, would require the impermissible reliance on implication or innuendo.

3. Libel Per Quod

"[I]f the defamatory character of the words does not appear on their face but only become defamatory by the aid of extrinsic facts, they are not defamatory per se, but per quod, and are said to require innuendo." Zarach, 231 Ga. App. at 688 (citation and punctuation omitted). "An essential element of an action for libel per quod is that the plaintiff be able to show special damages." Zarach, 231 Ga.

innuendo is not prohibited under Georgia law. A closer reading of the passage relied upon by Plaintiff, however, reemphasizes that when a publication's "meaning is so unambiguous as to reasonably bear but one interpretation, it is for the judge to say whether that signification is defamatory or not." Id. It is only where the statement is subject to multiple interpretations that a jury then may take into consideration "all the circumstances surrounding its publication, including extraneous facts admissible in evidence." Id.

App. at 698 (citing <u>Jamison v. First Ga. Bank</u>, 193 Ga. App. 219, 222(3) (1989)). These special damages "must be the loss of money, or of some other material temporal advantage capable of being assessed in monetary value." <u>Id.</u> (internal quotation marks omitted). A heightened pleading standard applies to special damages, which must be specifically stated. Fed. R. Civ. P. 9(g); <u>see Ballemead</u>, <u>LLC v. Stoker</u>, 280 Ga. 635, 639 (2006).

The Bell Parents' claim of libel per quod fails as a matter of law because they did not plead special damages with specificity in their Amended Complaint. In their response to Defendant's motion, Plaintiffs do not address the absence of a claim for special damages: "Since Defendant's statements constitute libel per se, it is unnecessary to address Defendant's argument that Plaintiffs failed to plead special damages." (Doc. 37, p. 12). Johnson Publishing accordingly is entitled to judgment on the pleadings with respect to the Bell Parents libel per quod claims.

B. Punitive Damages

Defendant moves the Court to dismiss Plaintiffs' claim for punitive damages, arguing that Plaintiffs' retraction request did not comply with Georgia's retraction statute. Under O.C.G.A. § 51-5-11,

[i]n any civil action for libel which charges the publication of an erroneous statement alleged to be libelous, it shall be relevant and competent evidence for either party to prove that the plaintiff requested retraction in writing at least seven days prior

to the filing of the action or omitted to request retraction in this manner.

O.C.G.A. § 51-5-11(a). The statute further provides that a plaintiff shall not be entitled to punitive damages, and the defendant shall only be liable to pay actual damages where: (1) the allegedly libelous statement was published without malice; the defendant within seven days of receiving the demand for retraction publishes a correction or retraction in a conspicuous manner; and, if requested by the plaintiff, the defendant additionally publishes an editorial repudiating the allegedly libelous statement; or (2) the plaintiff does not make a written request for correction and retraction. O.C.G.A. § 51-1-11(b) and (c).

It is undisputed that Plaintiffs sent Defendant a written retraction demand.

Plaintiffs' April 18, 2014 letter to Defendant made the following demand:

We demand that, pursuant to O.C.G.A. § 51-1-11, within fourteen (14) days of receipt of this letter, you issue a written retraction to the national media of the statement you have made that the sons of the FBI agent identified in your articles were involved at all in the death of KJ or any possible cover-up of the death. You must retract any claim that their father, or any member of the Bell family, was part of the alleged cover-up of KJ's murder. If you agree to make a retraction, we will furnish you with a specific retraction statement acceptable to the Bells.

(Doc. 31-2, p. 11-12). Plaintiffs additionally demanded compensatory damages in the amount of \$1.5 million.

Then, on May 19, 2014, Plaintiffs provided Defendant with the specific statement Plaintiffs wished for Defendants to publish, which included a statement

of admitted liability and required that the retraction "be released to all U.S. print and broadcast media, as well as web media or others linked to any Johnson web site." (Doc. 31-3, p. 1). The letter further demanded that the "[r]etraction be written in Ebony Magazine and posted on the Ebony website for a period of one year so that any person attempting to access any Ebony articles about KJ, or making a web or other inquiry about KJ or the Ebony/Rosen articles (which shall not be re-published by Johnson or elsewhere with Johnson's permission), on the Ebony website or its Twitter, Facebook and e-mail accounts, will see this retraction." (Id. at p. 9).

Defendant argues that Plaintiffs are not entitled to recover punitive damages because the content of their retraction demand exceeds the basic provisions of the statute and includes burdensome conditions. The plain language of the retraction statute provides that as a precondition to the recovery of punitive damages a libel plaintiff first must "request a correction or retraction before filing their civil action against any person for publishing a false, defamatory statement." Mathis v. Cannon, 276 Fa. 16, 28 (2002) (finding that the plaintiff was not entitled to recover punitive damages where he asked an Internet provider to delete several posts made by the defendant but did not request in writing before filing his complaint that the defendant correct or retract any of his statements). However, other that setting forth the timeline for when the retraction notice must be provided, the statute does not place any limitations on the

contents of the notice. The statute also does not require that the defendant meet any particularized demand made by the plaintiff to avoid payment of punitive damages, explaining that a plaintiff shall not be entitled to pay punitive damages where the defendant provides proof:

- (A) That the matter alleged to have been published and to be libelous was published without malice;
- (B) That the defendant, in a regular issue of the newspaper or other publication in question, within seven days after receiving written demand, or in the next regular issue of the newspaper or other publication following receipt of the demand if the next regular issue was not published within seven days after receiving the demand, corrected and retracted the allegedly libelous statement in as conspicuous and public a manner as that which the alleged libelous statement was published; and
- (C) That, if the plaintiff so requested, the retraction and correction were accompanied, in the same issue, by an editorial in which the allegedly libelous statement was specifically repudiated.

O.C.G.A. § 51-5-11(b)(1).

Finding that Plaintiffs' satisfied the statutory precondition that they first issue a demand for retraction prior to pursuing punitive damages, the Court denies Defendant's motion to dismiss Plaintiffs' claim for punitive damages. Whether or not Plaintiffs shall be entitled to recover punitive damages shall be a matter for the jury to determine.

C. Plaintiffs' Motion to Amend Amended Complaint

On August 27, 2014, Plaintiffs filed their initial complaint for libel and slander against Defendant in the Southern District of Georgia's Brunswick

Division. Defendant filed a pre-answer motion to dismiss or, in the alternative, motion for more definite statement on October 27, 2014. Defendant's motion specifically challenged the sufficiency of Plaintiffs' libel per se claims and argued that any potential claim by the Bell Parents for libel per quod failed as a matter of law because those Plaintiffs failed to plead special damages. Plaintiffs filed an amended complaint on November 13, 2014, which Defendant again moved to dismiss, in part based on the allegation that the Bell Parents had not pled special damages and, therefore, could not pursue a libel per quod claim. The case was transferred to this Court on September 22, 2015. Plaintiffs filed their notice of voluntary dismissal on September 23, 2015.

Plaintiffs refiled their claims against Defendant in this Court on February 16, 2016. Again, Plaintiffs neglected to include allegations of special damages, stating only the following:

All Plaintiffs have been permanently damaged by Defendants' libel in both their personal reputations, and RICK BELL has been injured in his professional reputation as an FBI agent. Apart from special damages that may be proven at trial, they are entitled to recover the sum of at least \$1,000,000.00 in compensatory damages, or such additional sum as is determined appropriate by the jury in this case.

(Doc. 1, ¶ 45). On March 28, 2017, after agreeing to dismiss Frederick Rosen as a defendant for jurisdiction reasons, Plaintiffs filed their fourth complaint. (Doc. 31). Plaintiffs' Amended Complaint included no additional allegations of special

damages. Defendant raised the failure to plead special damages as a defense in its Answer (Doc. 33, p. 33) and, on May 12, 2017, moved for judgment on the pleadings, arguing again that the Bell Parents' libel per quod claims fail as a matter of law because they failed to plead special damages. (Doc. 34).

Two months later, on July 13, 2017, Plaintiffs filed the present motion to amend their amended complaint. (Doc. 43). Plaintiffs seek permission to file what would be their fifth complaint to finally include allegations of purported special damages. Plaintiffs' request comes far too late.

Federal Rule of Civil Procedure 15(a)(2) provides that "a party may amend its pleading only with the opposing party's written consent or the court's leave." Fed.R.Civ.P. 15(a)(2). However, leave to amend shall be freely given "when justice so requires." Id. "[U]nless a substantial reason exists to deny leave to amend, the discretion of the District Court is not broad enough to permit denial." Shipner v. Eastern Air Lines, Inc., 868 F.2d 401, 407 (11th Cir. 1989). Certain factors justify the denial of a motion to amend, including undue prejudice to the opposing party, undue delay, bad faith, repeated failure to cure deficiencies by previous amendments, or futility of the amendment. Foman v. Davis, 371 U.S. 178, 182 (1962); Laurie v. Ala. Ct. of Crim. App., 256 F.3d 1266, 1274 (11th Cir. 2001).

Discovery in this case has been stayed since March 2017 as a result of the inordinate amount of time required by the Department of Justice and the FBI to

produce documents relevant to the resolution of this case. (Doc. 26). The Court and the parties have remained in regular contact about the production of these documents, and the Court has intervened as it is able to help push the process along. Nevertheless, it is apparent that this case is far from conclusion, and additional discovery will need to be conducted once the Government finally produces the documents requested by the parties. But the fact that there is still time to engage in discovery does not, in the Court's opinion, absolve Plaintiffs of their repeated failure to cure the deficiency in their pleadings.

Plaintiffs have been on notice of the pleading deficiency since October 2014. They have now filed four complaints and still have not included allegations of special damages. Nor have Plaintiffs offered any explanation for their repeated failure to cure the shortcomings of their pleadings. In fact, Plaintiffs in their response to Defendant's motion for judgment on the pleading outright refused to address the absence of special damages, stating that "it is unnecessary to address Defendant's argument that Plaintiff's failed to plead special damages." (Doc. 37, p. 12 n.5).

While the passage of time certainly factors into the Court's consideration of Plaintiffs' motion to amend, ultimately, the Court denies Plaintiffs' motion based on Plaintiffs repeated failure to cure a known deficiency. Plaintiffs have been on notice for some time that their complaint was noticeably devoid of claims for special damages. And, despite having ample opportunity to plead special

damages with sufficient particularly, Plaintiffs still did not. Plaintiffs' Motion for Leave to Amend Amended Complaint (Doc. 43) is, therefore, **DENIED**.

IV. CONCLUSION

PART Defendant's Motion for Partial Judgment on the Pleadings (Doc. 34). The Court grants Defendant's motion to dismiss Plaintiffs Richard E. Bell, Jr. and Karen K. Bell as parties to this lawsuit. However, the Court denies Defendant's motion to dismiss the remaining Plaintiffs' claim for punitive damages. The Court DENIES Plaintiffs' Motion for Leave to Amend Amended Complaint (Doc. 43).

SO ORDERED this 10th day of January, 2018.

<u>s/ Hugh Lawson</u> HUGH LAWSON, SENIOR JUDGE

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How You Can Write or Call the White House

Call the White House

PHONE NUMBERS

Comments: 202-456-1111 Switchboard: 202-456-1414

TTY/TTD

Comments: 202-456-6213

Send a letter to the White House

Here are a few simple things you can do to make sure your correspondence gets to the White House as quickly as possible.

- If possible, email us! This is the fastest way to reach the White House.
- If you write a letter, please consider typing it on an 8 1/2 by 11 inch sheet of paper.
- If you hand-write your letter, please write as neatly as possible with an ink pen.
- Include your return address on your letter as well as on your envelope. If you have an email address, please share it with us too.
- And finally, please be sure to write on the outside of your mailing envelope the complete address for the White House to make sure your letter gets to us as quickly and directly as possible:

The White House 1600 Pennsylvania Avenue, N.W. Washington, DC 20500 The President and the First Lady strongly encourage all Americans to consider making contributions to their favorite charities in lieu of gifts to the First Family. And, please note, the White House is unable to accept cash, checks, bonds, gift certificates, foreign currency, or other monetary equivalents.

For security reasons, please do not send perishable gifts — such as food, liquids, or flowers — to the White House. Additionally, the delivery of items sent to the White House is often significantly delayed, and enclosed items may be damaged during the security screening process. Because of this, items of personal importance, such as family photographs, should not be sent and cannot be returned.

We look forward to hearing from you!

IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF DELAWARE 2 UNITED STATES OF AMERICA. CRIMINAL ACTION ROBERT HUNTER BIDEN. CRIMINAL ACTION NO. 23-61 (MN) Defendant. Wednesday, July 26, 2023 10 Plea Hearing 11 844 King Street 12 Wilmington, Delaware 13 BEFORE: THE HONORABLE MARYELLEN NOREIKA United States District Court Judge 15 APPEARANCES: 17 UNITED STATES ATTORNEY'S OFFICE 18 DISTRICT OF DELAWARE BY: BENJAMIN L. WALLACE, ESQ. BY: DEREK E. HINES, ESQ. BY: LEO J. WISE, ESQ. 19 20 Counsel for the United States 22 23 25

Defendant with a firearm offense, and for the entry of a guilty plea to the criminal information filed in the separate matter, United States versus Robert Hunter Biden, 23-mj-274-MN, charging the Defendant with two counts of failure to pay taxes. The parties are ready to proceed. I ask permission to pass up an executed version of the plea agreement in the tax case at this time. THE COURT: You may. Thank you. 8 MR. WISE: And my understanding, Your Honor, is 9 that we're going -- Your Honor first will conduct the 10 initial appearance on the firearm charge and then turn to 12 the plea hearing on the tax charge. THE COURT: No. Hold on. Let me just take a 13 look. All right. 14 Good morning, Mr. Clark, Mr. Biden. 15 16 MR. CLARK: Good morning, Your Honor. THE COURT: Just so that we don't have you 17 feeling that you need to pop up and down, I am fine if you 18 want to when I'm asking questions stay seated so you don't 19 have to just keep popping up. 20 MR. CLARK: We won't do it any other time. 21 THE COURT: All right. Thank you. Okay. So we 22 do have two cases here, one is a criminal action based on a 23

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APPEARANCES CONTINUED:

CLARK SMITH VILLAZOR LLP BY: CHRISTOPHER J. CLARK, ESQ.

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BERGER HARRIS, LLP BY: RICHARD I.G. JONES, JR., ESQ.

Counsel for the Defendant

THE COURT: All right. Good morning, everyone.
Please be seated. All right. Hold on. Let me just start

Please be seated. All right. Hold on. Let me just start by reminding everyone that there is no recording of these proceedings that is permitted. For those of you in the back, you are certainly permitted to watch, but we will not have any disruptions. Any disruption or attempt to disrupt will result in the Court's security personnel or the U.S. Marshals escorting you out.

All right. With that.

MR. WISE: Good morning, Your Honor. Leo Wise,
Derek Hines, and Benjamin Wallace on behalf of the United
States. Now is the time the Court has set for an initial
appearance on the criminal information filed in the United
States versus Robert Hunter Biden, 23-cr-61-MN charging the

the tax charges. This is the Defendant's first appearance.

felony information related to a gun charge, and the other is

Criminal Action 23-274 based on the misdemeanor involving

I had planned to conduct the initial appearance on the two

3 cases at the same time. Is there any objection to that?

4 MR. WISE: None, Your Honor. Thank you.

5 MR. CLARK: None, Your Honor.

THE COURT: I thought it might be more efficient

and save some time.

THE COURT: Mr. Biden, in Criminal Action 23-61,

9 the United States Attorney for the District of Delaware has

10 filed a felony information which charges you with possession

11 of a firearm by a person who is an unlawful user of or

of a meaning a person that is a second and

12 addicted to a controlled substance in violation of 18 United

13 States Code Sections 922(g)(3) and 924(a)(2).

And in Criminal Action 23-274, the United States

15 Attorney for the District of Delaware has filed a

16 misdemeanor information which charges you with two counts of

17 willful failure to pay tax in violation of 26 United States

18 Code Section 7203. Do you understand that those are the

19 charges that are pending here?

THE DEFENDANT: Yes, Your Honor.

21 THE COURT: Do you understand that the maximum

penalties for the gun charge are ten years of imprisonment,

23 a fine of \$250,000, three years of supervised release, and a

24 special assessment of \$100?

THE DEFENDANT: Yes, Your Honor.

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THE COURT: And do you understand that the maximum penalties for each of Counts I and II of the tax case are twelve months of imprisonment, a \$100,000 fine or twice the gross gain or loss from the offense, whichever is greater, one year of supervised release, restitution and a \$25 special assessment as well as costs of prosecution? THE DEFENDANT: Yes, Your Honor. THE COURT: All right. Now, Mr. Biden, you have the right to be represented by an attorney in these matters, that means if you can afford to, you can hire an attorney of your own choice. If you can't afford to, you may ask the court to appointment an attorney to represent you. Do you understand that? THE DEFENDANT: Yes, Your Honor. THE COURT: All right. You are presently represented by Mr. Clark. Do you wish to continue that representation? THE DEFENDANT: Yes, Your Honor.

THE COURT: All right. Now, Mr. Biden, you have

the right to a preliminary hearing in these cases. At that hearing, the government would have to produce sufficient evidence to show that it has probable cause to believe that you committed the crimes with which you are being charged. At that hearing you would have the right to introduce

evidence and to cross-examine any adverse witnesses who

would be testifying against you. Do you understand that? 2 THE DEFENDANT: Yes, Your Honor. THE COURT: All right. Now, I understand that 3 you intend to plead guilty to the tax charges. Do I have 4 5 that right?

THE DEFENDANT: Yes, Your Honor.

THE COURT: All right. Do you understand that if you plead guilty to those charges, you will be waiving your right to a preliminary hearing?

THE DEFENDANT: Yes, Your Honor.

THE COURT: I also understand that the plan for the gun charge is a Diversion Agreement. Counsel, do we need to do anything regarding a preliminary hearing at this point in light of the planned Diversion Agreement?

MR. WISE: No, Your Honor.

MR. CLARK: We're in agreement with that, Your 16

17 Honor.

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THE COURT: All right. Mr. Biden, you are not required to make any statements to the authorities. If you had already made statements to the authorities, you may stop and not make any more. If you start to make a statement and you change your mind, you may stop at any time. And any statement that you do make may be used against you. Do you understand all of that?

THE DEFENDANT: Yes, Your Honor.

THE COURT: All right. Now, pursuant to the Due Process Act, I confirm that the government has a continuing

obligation pursuant to Brady v. Maryland and its progeny to 3 4 produce all exculpatory evidence and I order that it do so

at the appropriate time. The consequences for violating a

Brady obligation and/or my order could include, but are not

limited to, contempt proceedings, sanctions, referral to disciplinary counsel, adverse jury instructions, exclusion 8

of evidence and dismissal of the charges. Does the 9 10 government understand that?

MR. WISE: Yes, Your Honor. 11

THE COURT: Has all Brady material been 12

13 produced?

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MR. WISE: Yes, Your Honor.

THE COURT: Mr. Clark, any concerns about that? 15 16

MR. CLARK: None whatsoever, Your Honor.

17 THE COURT: Thank you.

18 Pretrial release, what is the government's

19 position?

MR. WISE: The conditions that have been 20 21

recommended we agree with.

THE COURT: Any concerns about that, Mr. Clark? 22 MR. CLARK: No, Your Honor, we're in accordance. 23

THE COURT: You can't help yourself, you're just 24

going to keep jumping up.

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MR. CLARK: I was taught at a hard school. 1 THE COURT: I know. I couldn't even think if I 2 3 wasn't standing.

I understand that pretrial release -- I agree that pretrial release is appropriate subject to the following conditions which I will read into the record. The Defendant must not violate federal, state, or local law while on release.

The Defendant must cooperate in the collection of a DNA sample if it is authorized by 34 United States Code Section 40702.

The Defendant must advise the court or the pretrial services officer or some supervising officer in writing before making any change in residence or telephone number.

The Defendant must appear in court as required and if convicted must surrender as directed to serve a sentence that the Court may impose.

I also impose the following additional conditions.

Sir, you must submit to supervision by and report to supervision to the probation office in the district in which you are residing. You must continue or actively seek employment. You must communicate in writing all international travel plans and provide supporting

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documentation if requested to both the District of Delaware

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and the district in which you are residing. You must not possess a firearm, destructive device or other weapon. You

must not use alcohol. You must not use or unlawfully 4

possess a narcotic drug or other controlled substance 5

defined in 21 United States Code, Section 802, unless ĸ

7 prescribed by a licensed medical practitioner. I will

clarify, however, that marijuana is not legal under federal 8 law and you are prohibited from using marijuana regardless

of whether it is legal or not in the state in which you are or it is prescribed by a medical practitioner.

You must submit to testing for a prohibited substance if required by the pretrial services officer or supervising officer. Testing may be done with random frequency and may include urine testing, the wearing of a sweat patch, remote alcohol testing system and/or any form of prohibited substance screening or testing. You must not obstruct, attempt to obstruct or tamper with the efficiency or accuracy of prohibited substance screening or testing.

Just give me a minute here.

And you must participate in a program of inpatient or outpatient substance abuse, therapy, or counseling if directed by the pretrial services officer or the supervising officer. Do you understand those

conditions, sir?

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get some understanding of what is being proposed so that I 1 can give due consideration to the determination that you all 2 are asking me to make. So I want to start with Criminal Action 23-274 involving the tax charges.

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All right. Now, Mr. Biden, you told me that you 5 intend to enter a plea of guilty in those cases, correct? 6

7 THE DEFENDANT: Yes, Your Honor.

THE COURT: So it is my responsibility to make 8 sure that that plea is a voluntary and knowing plea. And in 10 order to do that, I first need to ask you a series of questions. Before I ask you those questions, I am going to 11 have you placed under oath to answer those questions 12 truthfully. And it's important that you do answer those 13 questions truthfully because if you don't, any false answers 14 may be used against you in a separate prosecution for 15

perjury. Do you understand that? 16 17 THE DEFENDANT: Yes, Your Honor. 18 THE COURT: All right. Mr. Buckson, will you

please swear in the Defendant. 19

> COURT CLERK: Will you please rise and raise your right hand. Please state and spell your full name for the record.

23 THE DEFENDANT: Robert Hunter Biden.

R-O-B-E-R-T, H-U-N-T-E-R, B-I-D-E-N. 24

ROBERT HUNTER BIDEN, was duly sworn under oath. 25

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THE DEFENDANT: Yes, Your Honor. 1 THE COURT: All right. Any objection or 2 comments on the conditions imposed? 3 MR. CLARK: None from the defense, Your Honor. 4 MR. WISE: Nor from the United States, Your 5 6 Honor.

THE COURT: All right. Mr. Biden, violating any of the conditions of release may result in the immediate issuance of a warrant for your arrest, revocation of your release, an order for detention, forfeiture of any bond or prosecution for contempt of court, and it could result in imprisonment, a fine, or both. Do you understand that?

THE DEFENDANT: Yes, Your Honor.

need to address with respect to the initial appearances? MR. WISE: Not from the United States, Your

17 Honor.

MR. CLARK: No, Your Honor.

agreements and I understand that the Diversion Agreement is not something that is typically before the Court, but you all did send it to me so I do want to talk about that a little bit. There are some provisions in those agreements that are not standard and are different from what I normally

see, so I think we need to walk through these documents and

THE COURT: Anything I left out or anything I THE COURT: Now, we have two cases and two

1 THE COURT: Thank you, sir. You may be seated. All right. Now, sir, if at any time you want to confer with your counsel when I'm asking you questions, you may, just 3 4 let me know. All right? 5 THE DEFENDANT: Thank you, Your Honor.

6 THE COURT: How old are you? 7

THE DEFENDANT: Fifty-three years old, Your

Honor.

9 THE COURT: How far did you go in school? THE DEFENDANT: Law school, Your Honor. 10 11 THE COURT: When did you graduate from law

12 school?

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13 THE DEFENDANT: 1996.

> THE COURT: You're member of the bar? THE DEFENDANT: Yes, Your Honor.

16 THE COURT: Any particular?

THE DEFENDANT: District of Columbia and

18 Connecticut, Your Honor.

> THE COURT: Thank you. And you speak and understand English?

21 THE DEFENDANT: Yes, Your Honor.

THE COURT: Are you currently or have you recently been under the care of a physician or psychiatrist? THE DEFENDANT: No, Your Honor.

THE COURT: Have you ever been hospitalized or

15 13 complete that program or did you leave that program prior to 1 treated for any mental illness or addiction to narcotic 2 completion? 2 drugs of any kind? THE DEFENDANT: I completed that program, the THE DEFENDANT: I have attended treatment 3 4 inpatient portion of it, Your Honor. 4 facilities for addiction, Your Honor. THE COURT: Okay. And after you completed that 5 THE COURT: Okay. So that was included in my 5 program, did you then continue to use drugs for some period 6 question which is treatment for addiction to drugs. 6 7 of time? THE DEFENDANT: Yes, Your Honor. 7 THE DEFENDANT: I did, Your Honor. 8 THE COURT: So I need you to tell me about that. 8 THE COURT: All right. So when was the last 9 How many times have you, to the best of your recollection, 9 time -- so the fall of 2018 was the last time that you 10 been treated whether inpatient or outpatient? 10 received any treatment, right? 11 THE DEFENDANT: Beginning in 2003 with the 11 THE DEFENDANT: Yes, Your Honor. inpatient, Your Honor, I have been to I believe close to six 12 12 THE COURT: Okay. When was the last time that 13 inpatient over the course of twenty years. 13 you used, ingested, or were under the influence of any drug, 14 THE COURT: All right. 14 legal or illegal medication or alcoholic beverage of any 15 THE DEFENDANT: And I have also been in 15 16 outpatient programs also during that time. 16 THE DEFENDANT: June of 2019, Your Honor. 17 MR. CLARK: Just to be clear, it's numerous, 17 THE COURT: All right. And so just to be clear, 18 18 Your Honor. you are not presently under the influence of any drug, legal THE COURT: I'm not going to walk through every 19 19 or illegal, medication or alcoholic beverage of any kind, is single one, but I just want to make sure I have some 20 20 21 that correct? 21 understanding. 22 THE DEFENDANT: No, Your Honor. All right. Now, sir, each time that you were 22 THE COURT: Well, let's just be clear because, 23 treated in an inpatient facility, what was it for? 23 you know, people might look at this transcript. I said is 24 THE DEFENDANT: For addiction to alcohol 24 25 that correct and you said no. 25 primarily originally, Your Honor. 16 14 1 THE DEFENDANT: I'm sorry, yes, Your Honor, THE COURT: Okay. And have you ever been in an 1 excuse me. inpatient treatment program where you were treated for 2 THE COURT: And sir, do you understand what's 3 something else other than alcoholism? 3 going on and why we're here today? 4 THE DEFENDANT: Drugs, also, Your Honor. 4 5 THE DEFENDANT: Yes, I do understand. THE COURT: Okay. And I'm just not sure how 5 THE COURT: Counsel, do you have any doubt as to 6 these programs work. I'm sorry. Is it for any particular 6 7 your client's competence? drug that you're treated or is it just sort of --7 8 MR. CLARK: None whatsoever. THE DEFENDANT: No. 8 THE COURT: Any concerns from the government? 9 9 THE COURT: Everything. MR. WISE: No. Your Honor. THE DEFENDANT: Everything, Your Honor. 10 10 THE COURT: Based on the information that I THE COURT: Okay. And when was the most recent 11 11 received, Mr. Biden, I find that you are competent and time that you were in treatment? Well, are you currently in 12 12 capable of proceeding here today. 13 treatment for your alcohol or drug issues? 13 So now I want to talk about the misdemeanor 14 THE DEFENDANT: No, I'm not, Your Honor. 14 information which contains the tax charges that you are THE COURT: When was the last time that you were 15 15 pleading guilty to. Have you received a copy of the 16 16 in treatment? 17 information pending against you? THE DEFENDANT: I believe the fall of 2018. 17 THE DEFENDANT: Yes, Your Honor. 18 MR. CLARK: I think that's right, Your Honor. 18 19 THE COURT: Have you fully discussed those 19 THE COURT: Okay. charges and the case in general with Mr. Clark? 20 20 THE DEFENDANT: Your Honor, sorry. THE DEFENDANT: Yes, Your Honor. 21 THE COURT: That's okay. So the fall of 2018, 21 THE COURT: Are you fully satisfied with the 22 22 and was that inpatient or outpatient? counsel, representation, and advice you received from him in 23 THE DEFENDANT: Inpatient, and then also 23 24 this case? 24 outpatient.

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THE COURT: Okay. And when you -- did you

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THE DEFENDANT: Yes, Your Honor.

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THE COURT: You have the right to have the information read out loud at this hearing, but you can also waive that reading. Would you like me to ask the government to read it or do you waive that? THE DEFENDANT: I waive that, Your Honor.

THE COURT: Okay. Next, the Memorandum of Plea Agreement which was handed up to me. First, let me ask counsel, what provision of the rules is this plea agreement being presented under?

MR, WISE: It's presented under Rule 11(c)(1)(B), Your Honor, of the Federal Rules of Criminal

12 Procedure. THE COURT: All right. And so just so we're 13

14 clear, and Mr. Clark, you agree with that? 15 MR. CLARK: I do, Your Honor.

THE COURT: All right. Just so we're clear, this is not a plea under Rule 11(c)(1)(C), what is often called a C plea which binds me to impose a specific sentence if I accept the plea, is that correct?

MR. WISE: It is, Your Honor. 20

MR. CLARK: We agree, Your Honor. 21

THE COURT: So in your view, what is my role 22

23 here under Rule 11(c)(1)(B)?

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MR. WISE: Your Honor has two roles as Your

Honor has already begun to determine that the plea is

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knowing and voluntary under Rule 11(B), and to apprise the 1 Defendant that you are not bound by the recommendation of 2 the United States in this case pursuant to Rule 11(c)(3)(B). 3

THE COURT: That's it? 4 MR. WISE: That's it. 5

> THE COURT: All right. Now, is it my role to accept or reject this plea?

MR. WISE: It is not, Your Honor. 8

THE COURT: Now, let me just ask you this.

Would my role be different if this were a plea under Rule 11(c)(1)(A)?

MR. WISE: Yes, Your Honor, it would.

THE COURT: How would you say it's different?

MR. WISE: Both Rule 11(c)(1)(A) pleas and 11(c)(1)(C) pleas require the Court to either accept, reject or defer on the plea agreement itself, not on the plea which

is governed by like I said a separate provision of the rule which is 11(B), but in terms of the Court's role vis-a-vis

the agreement is to accept, reject or defer. 19

THE COURT: All right. And I do want to talk about that a little bit further, but when we talk about the plea, but you can sit down for now.

Now, wait, let me ask you this. If it's a 11(c)(1)(A) plea, what is your understanding of the factors that I need to look at?

MR. WISE: So the rule itself is silent on the 1 factors, but the case law suggest that the factors -- that 2 the rejecting or accepting the plea would relate to the 3 Court's traditional role at sentencing, so if, for instance, 4 the Court thought that the charge bargain which is what 5 11(c)(1)(A) does, if the Court thought the charge bargain 6 did not adequately reflect the seriousness of the offense 7 which would affect the Court's ability to sentence, then R there is case law that says under those circumstances the 9 Court could reject the charge bargain that was contained in 10 11 the (c)(1)(A) plea. 12

THE COURT: When you say the charge bargain, you mean the bargain by which the Defendant pleads guilty and the government agrees not to bring other charges or to drop charges that have already been brought?

MR. WISE: Exactly, Your Honor.

THE COURT: All right. And in looking at an 11(c)(1)(A) plea, would I need to consider or are those factors that you just sort of talked about, is that usually referred to as in the interest of justice?

MR. WISE: They are, Your Honor.

22 THE COURT: All right. You can be seated.

23 So yesterday I received from third parties a

letter with almost 900 pages of attachments in one case, and 24 25

a memorandum of law with hundreds of more pages of exhibits

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in the other. I have not had time to review those submissions. I understand that there is some objection to 2

them and I will give the Defendant and the government if it

wishes an opportunity to respond to those if they choose. 4

But even though I have not been able to review the 5

third-party submissions, I do understand that they request 6

7 that I reject the plea agreement based on information that

the filers submit cast doubt on the investigation performed 9

or the charges brought or both.

So let me ask you this. If I were to think that the facts presented in those submissions or even the facts that have been presented to me in this case and the attached agreements suggest that the investigation was lacking or that more serious charges should have been brought, is it within my power to ask or direct the United States Attorney or the Attorney General of the United States to redo the investigation or bring different or more serious charges?

MR. WISE: I don't believe so, Your Honor, no.

MR, CLARK: We agree, Your Honor, it would raise obviously massive separation of powers questions if that was

THE COURT: Okay. And isn't that decision about what charges to bring for the prosecutor as part of the **Executive Branch?**

MR. WISE: It is, Your Honor.

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1 MR. CLARK: We concur, Your Honor. 2 THE COURT: All right. So if there were a failure in the investigation or the charges brought were 3 inappropriate, how would that get addressed in our form of 4 5 government? 6 MR. WISE: Through the political process, Your 7 Honor, MR. CLARK: In particular, Your Honor, the 8 Executive Branch is charged fully with investigating, making 9 prosecutorial discretion decisions, and indeed that's where 10 the term prosecutorial discretion comes from, it is vested 11 12 in the Executive Branch. 13 THE COURT: All right. Okay. Let's walk through some of the provisions of the plea, Memorandum of 14 Plea Agreement. Do you have it in front of you, sir? 15 THE DEFENDANT: Yes, Your Honor. 16 THE COURT: It's six pages long and has an 17 18 attached Exhibit 1 which is four pages long as well as a sealed attachment referenced as Attachment A. Attachment A 19 is a document that is not public, but it is a standard 20 document that is filed in all cases in this district and is 21 not filed only in connection with this case. The Memorandum 22 of Plea Agreement has three signatures on the final page. 23 24 Is one of those signatures yours? 25 THE DEFENDANT: Yes, Your Honor.

any challenge to the information based on venue and agrees to plead guilty in the United States District Court for the District of Delaware to Counts I and II of the information which charge him with willful failure to pay tax in violation of Title 26 United States Code Section 7203.

Paragraph 2 describes how the Defendant understands that the maximum penalties for each of Counts I and II are as Your Honor previously indicated, twelve months of imprisonment, a \$100,000 fine or twice the gross gain or loss from the offense, whichever is greater, one year of supervised release, restitution and a \$25 special assessment per count and the cost of prosecution which the parties stipulate is zero.

Paragraph 3 describes the essential elements that the government would have to prove if the case went to trial and those are one, that the Defendant had a duty to pay tax. Two, that the tax was not paid at the time required by law. And three, that the failure to pay was willful. The Defendant knowingly and voluntarily and intelligently admits his guilt to each of these elements and further admits to the information contained in the statement of facts which is attached to the memorandum as Exhibit 1.

Paragraph 4 provides that the Defendant is pleading guilty to Counts I and II because he is in fact guilty.

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THE COURT: Okay. And when did you sign it? THE DEFENDANT: This morning, Your Honor. THE COURT: And before you signed it, did you have an opportunity to read it and discuss it with your attorney?

THE DEFENDANT: I did, Your Honor. THE COURT: Are you satisfied with the advice

and counsel you received regarding the plea agreement.

THE DEFENDANT: I am, Your Honor.

THE COURT: All right. Let's have a side-bar up here.

(Sealed Attachment A side-bar discussion under separate cover.)

(End of sealed Attachment A discussion.) THE COURT: All right. Let's go back on the unsealed portion of the record.

So I'm now going to ask the prosecutor to read the essential terms of the plea agreement. Sir, I'll ask you to listen carefully to what he says because when he's finished, I'm going to ask you if the agreement as recited by him reflects the deal that you believe you reached with

22 the government.

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24 MR. WISE: Thank you, Your Honor.

Mr. Wise.

Paragraph 1 provides that the Defendant waives

Paragraph 5 contains certain stipulations under the sentencing guidelines. Paragraph 5A provides that the amount of loss as to Counts I and II, so a combined loss is no less than \$1,199,524 and no greater than \$1,593,329.

Subparagraph B provides that the conduct set forth in the statement of facts which is Attachment A to the Diversion Agreement filed, which will be filed today does not constitute relevant conduct pursuant to United States Sentencing Guideline 1(b)(1.3). Paragraph C provides that provided that the United States does not subsequently learn of conduct by the Defendant inconsistent with the acceptance of responsibility, that it will not oppose a two level decrease pursuant to U.S. Sentencing Guideline 3(e)(1.1)(a) for acceptance. And further, that should it be determined that the Defendant's offense level is 16 or greater prior to the application of the two level reduction for acceptance that the United States will move to reduce the sentence, the quideline by one additional level pursuant to U.S. Sentencing Guideline 3(e)(1.1)(b) for a total reconduction of three levels.

It is understood and agreed by the parties that these stipulations are not binding upon either the probation office or the Court.

Second, that the Court may make factual and legal determinations that differ from these stipulations

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that may result in an increase or decrease in the sentencing guideline range and the sentence that may be imposed.

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Paragraph 6 provides that for reasons to be articulated at or near the time of sentencing, the United States will recommend a sentence of probation.

Paragraph 7 provides that the United States retains the right to defend the rulings of the District Court in any subsequent proceeding.

Paragraph 8 outlines at length the sentencing procedure which I believe the Court will review with the Defendant in more detail.

Paragraph 9 contains a broad appellant waiver which I also understand the Court will review with the Defendant in greater detail.

Paragraph 10 provides that the Defendant agrees to pay a \$50 special assessment at the day of sentencing.

Paragraph 11 provides that the memorandum expressly incorporates Attachment A which is attached and filed under seal and that the government as Your Honor has said routinely files such an attachment even though it may or may not continue additional terms. To the extent it does, however, the parties acknowledge and agree to be bound by it.

Paragraph 12 addresses restitution under the Mandatory Victim Restitution Act. And the Defendant agrees initial questions.

Paragraph 5A says that the amount of losses no less than 1,100 -- well, actually before we ask that, because I'm going to ask how it relates to the facts, why don't you go through Exhibit 1 you referenced, why don't you put Exhibit 1 on the record.

MR. WISE: Yes, Your Honor.

At all times relevant to the instant Information, the Defendant, Robert Hunter Biden, hereafter Biden, was an attorney and businessman with lucrative domestic and international business interests. From 2017 to 2019, he served on the board of a Ukrainian energy company and a Chinese private equity fund. He further negotiated and executed contracts for business and legal services that paid millions of dollars of compensation to him and/or his domestic corporations, Owasco, PC and Owasco, LLC. Through at least early 2017, he also was employed by a prestigious multi-national law firm in an "of counsel" capacity. For this work, he earned substantial income, totaling more than \$2.3 million in 2017 and \$2.1 million in 2018.

Biden also has a well-documented and long-standing struggle with substance abuse. Following the death of his brother in 2015, Biden relapsed and over time progressed from alcohol to abusing illegal drugs, including crack cocaine in 2016. This contributed to the collapse of

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to the entry of the restitution order for the full amount of the victims loses attributable to his activities as ordered by the Court which is expected to be zero because the self assessed tax due at the time of filing and associated interest and penalties have been paid to the Internal Revenue Service by a third party on behalf of the Defendant. However, the Defendant understands that an unanticipated amount of a restitution order will not serve as grounds to withdraw his guilty plea. The parties further understand that should the Internal Revenue Service determine there are additional taxes due and owing for the tax years 2014 through 2019, they are not subject to the terms of this 12 agreement and for the purposes of this memorandum the sole 13 victim of Counts I and II is the United States Treasury.

And finally paragraph 13 provides that it is further agreed by the parties that the memorandum and Exhibit A together with the sealed attachment supersedes all prior promises, representations and statements of the parties, that the memorandum may be modified only in writing signed by all the parties and that any and all promises, representations, and statements made prior to or after this memorandum are null and void and have no affect whatsoever unless they comport with the subsequent written modifications and provisions of this paragraph.

THE COURT: Thank you. I did have a couple of

his marriage, with his divorce finalized in March 2017, as

well as the collapse of his most significant professional

relationship in Fall 2017. Nonetheless, in 2017, despite 3

his addiction, Biden successfully entered into business 4

ventures and landed legal clients, earning millions of 5

dollars. By his own telling in a memoir published in 2021,

Biden's substance abuse worsened in 2018, a year that

included a move to Los Angeles and what he has described as 8

a "spring and summer of nonstop debauchery." Even during 9

this period, however, Biden continued to earn money and

exercise control over his personal and corporate finances.

Federal income tax returns and payments are due on or about April 15th of each year for the prior calendar year. Biden, like many other taxpayers, routinely requested an automatic extension to file his returns, pushing the due date for a tax return to on or about October 15th. An extension of time to file a return, however, does not extend the deadline for payment of taxes, which remain due on the April filing date.

During calendar year 2017, Biden earned substantial income, including: just under \$1 million from a company he formed with the CEO of a Chinese business conglomerate; \$666,666 from his domestic business interests; approximately \$664,000 from a Chinese infrastructure investment company; \$500,000 in director's fees from a

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Ukrainian energy company; \$70,000 relating to a Romanian business; and \$48,000 from the multi-national law firm.

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3 Throughout tax year 2017, Biden worked with a DC 4 and Maryland based accountant to prepare his individual and corporate tax returns. In 2018, this accountant (who died 5 in 2019) prepared Biden's 2017 corporate and individual 6 income tax returns and throughout the fall repeatedly 7 attempted to provide them to Biden for review and signature. 8 9 These efforts included directly contacting Biden, reaching out to his administrative assistant, and sending copies to 10 his former business partner. The former business partner 11 reviewed the returns and sent several emails to Biden in 12 which he commented on their substance and reminded Biden of 13 his filing obligations. The former business partner left 14 15 the final returns for Biden at Biden's office. Despite these actions, Biden neither signed nor submitted the 16 individual or corporate income tax returns to the Internal 17 18 Revenue Service.

Not only did the accountant timely prepare Biden's individual and corporate tax returns, the accountant repeatedly encouraged Biden to timely pay the taxes associated with the 2017 tax returns. Beginning in April 2018 and continuing into October 2018, the accountant advised Biden to make his tax payments, noting approximately \$600,000 owed by Biden personally and an additional \$204,000 31

Biden continued to earn handsomely and spend wildly in 2018. He received a little over \$2.6 million in business and consulting fees from the company he formed with the CEO of a Chinese business conglomerate and the Ukrainian energy company. However, without the structure of a stable business partner and still in the throes of addiction, Biden essentially ignored his tax obligations, withholding only approximately \$38,465, less than six percent of the taxes owed. Tax returns and filings for tax year 2018 were due on April 15th, 2019. On that date, Biden traded emails with his DC accountant and his attorney about seeking an extension. The accountant advised Biden of his obligation to make a tax payment on that date, irrespective of the extension to file a return. Ultimately, the extension was filed, making the return due on October 15, 2019. Biden, however, paid nothing. As with tax year 2017, at the time his 2018 tax payment was due, Biden continued to have substantial income and the ability to pay his tax liability, having received payments totaling approximately \$758,000 during March and April 2019. By late May, Biden had spent almost the entire sum on personal expenses, including large cash withdrawais, payments to or on behalf of his children, credit card balances, and car payments for his Porsche.

After numerous programs and trips to rehab, Biden got sober in May 2019, the same month he married his

owed by Owasco, PC. Biden told the accountant he could pay 2 \$25,000 in April 2018 towards his taxes, but no such payment was made to the Internal Revenue Service. His large tax liability stemmed in part from the fact that over the course 4 of 2017, Biden began withdrawing substantial funds outside of Owasco, PC's established payroll system, which had been created, in part, to ensure that Biden had sufficient withholdings to timely pay any outstanding tax liability. 8 The end of year liability should not have come as a surprise. At the time of those withdrawals, Biden's business partner advised him that these transfers, made without withholding, would result in a significant tax 12

Despite his large outstanding tax liability and profligate spending, on or about April 17, 2018, the due date for 2017 tax payments, Biden did, in fact, have the funds available to pay his outstanding 2017 tax liability for both his personal and corporate returns. On or about March 22, 2018, Biden received a \$1 million payment into his Owasco, LLC bank account as payment for legal fees for Patrick Ho, and \$939,000 remained available as of tax day. Over the next six months Biden would spend almost the entirety of this balance on personal expenses, including large cash withdrawals, transfers to his personal account, 24 25 travel, and entertainment.

current wife. He has remained sober since. Biden remained in California and spent much of 2019 painting and developing plans for his memoir, which he began working on through the fall and into the winter. During summer 2019, he was sued in two different domestic-relations lawsuits, both seeking payment of support obligations. He still did not, however, make preparations to file or actually file either his 2018 individual or corporate income tax returns on or about October 15, 2019, the extension due date.

In or around November 2019, Biden engaged a California accountant to prepare his individual and corporate income tax returns for 2017 and 2018. The California accountant began gathering materials and started preparing Biden's 2017 and 2018 returns in early 2020. By that time, the domestic relations lawsuits had progressed, and having failed to do so previously, Biden was under court order to provide his tax returns or face potential sanctions including imprisonment. On or about January 27, 2020, Biden signed a representation letter for the California accountants, averring that he was providing the accountants with truthful and accurate information and acknowledging his responsibility for the accuracy of those tax returns. Over the days that followed, Biden participated in a series of meetings with the California accountants and identified business and personal expenses in connection with his tax

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liability at year end.

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returns. During this process, Biden miscategorized certain personal expenses as legitimate business expenses, resulting in a reduction in his tax liability. At the same time, the California accountants overreported Biden's income, which partially offset this reduction.

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Or on about February 18th, 2020, Biden filed his individual and corporate income tax returns with the Internal Revenue Service for tax years 2017 and 2018. On his 2017 Form 1040, Biden reported \$2,376,436 in total income and a self-assessed tax due of \$710,598, of which \$125,909 was timely paid, leaving a balance due and owing of \$581,713. On his 2017 Form 1120 for Owasco, PC, Biden reported gross receipts of \$2,698,041 and a self-assessed tax due and owing of \$13,630. On his 2018 Form 1040, Biden reported \$2,187,286 in total income and a self-assessed tax of \$659,366, of which \$38,465 was timely paid, leaving a balance due and owing of \$620,901. No additional payments were included at the time of filing. On his 2018 Form 1120 for Owasco, PC, Biden reported gross receipts of \$2,659,014 and a self-assessed tax due and owing of \$4,247.

Approximately a year-and-a-half later, on or about October 18th, 2021, a third party paid the Internal 22 Revenue Service \$955,800 to cover Biden's self-assessed individual tax liability with interest and penalties for tax year 2017 and \$956,632 to cover Biden's self-assessed

THE COURT: All right. Thank you. Now I did have a few questions.

Paragraph 5A says that the amount of loss as to Counts I and II including the relevant conduct as defined in 4 sentencing guideline is no less than \$1,199,524, and no greater than \$1,593,329. Is that the combined loss or the loss for each count?

MR. WISE: Combined loss, Your Honor.

THE COURT: All right. In Exhibit 1, there are references to taxes paid by a third party on Mr. Biden's behalf of \$955,800, and \$956,632, as well as \$492,000 in 2016 and \$197,000 for 2019. Just looking at 2017 and 2018 which are the subject of this case, those numbers add up to more than \$1.9 million. Can you help me square that with the relevant conduct.

MR. WISE: So the amount that was paid by the third party includes significant penalties and interests which we have not included in the loss stipulation that's in paragraph 5A. The paragraph 5A is the taxes and there is a dispute as to what the taxes were based on the business deductions and that's something that the parties will address in their sentencing memorandum, but this number is loss without inclusion of the penalties and interest.

> THE COURT: Is that standard? MR. WISE: Yes, Your Honor.

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individual tax liability with interest and penalties for tax vear 2018.

In addition, in or around February of 2020, Biden's California accountants discovered that Biden's 2016 Form 1040 had not been filed. The return was originally prepared in or around October 2017 and showed \$15,520 in taxes due and owing. Though it was delivered to Biden at Biden's office, this return was not filed with the Internal Revenue Service. After learning in 2020 that the Form 1040 for 2016 remained unfiled, Biden filed a Form 1040 on June 12, 2020. For tax year 2016, Biden reported \$1,580,283 in total income and self-assessed tax due of \$492,895, of which \$447,234 was timely paid, leaving a balance due and owing of \$45,661. Biden did not include a payment with this return. On or about October 18, 2021, this liability, plus accrued interest and penalties, was also fully paid by a third party.

Finally, after seeking an extension, Biden timely filed his 2019 Form 1040 on or about October 15th, 2020. He did not, however, pay his estimated tax due when filing for an extension as required by law. For tax year 2019, Biden reported \$1,045,850 in total income and a self-assessed tax due and owing of \$197,372. On October 18, 2021, this liability, plus accrued interest and penalties, was also fully paid by the same third party.

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THE COURT: Did you want to say something? MR. CLARK: I was going to say it's a relevant guideline, Your Honor, for a failure to pay case omits penalties and interests from the calculation of the tax table loss. And there is a dispute about where in the range it goes, but the explanation, penalties and interest are not properly included under this guideline for this offense.

THE COURT: And if it were tax evasion, would those be included?

MR. CLARK: It's my understanding that they would be, Your Honor.

MR. WISE: Yes, Your Honor.

THE COURT: Okay. Paragraph 5b refers to the Diversion Agreement. That's the Diversion Agreement contemplated in the Criminal Action 23-61, the felony gun charge?

MR. WISE: Yes, Your Honor.

THE COURT: All right. Paragraph 12 refers to restitution, and says the self-assessed tax due at the time of filing and the associated interest and patents have been paid to the Internal Revenue Service by a third party on behalf of the Defendant. What does self-assessed mean?

MR. WISE: It means the amount when the returns were prepared that, the return prepared determine what was owed based on the income that was reported and deductions

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MR. CLARK: I think, Your Honor, based on that and all this process, these numbers are based on payout numbers that were obtained from the IRS. Self assessment is a process by which a return filer writes a return, says this is how much tax I owe. There was a lot of process here between the IRS and these returns and at the end of the day a payout number was obtained by the IRS and that number was

THE COURT: So this isn't -- that's what I'm trying to figure out, is there someone still looking into that to see if the self-assessed number is accurate, or do you know that it's zero?

MR. WISE: So the self-assessed number again is the amount on the return plus the interest and penalties that were derived through the payoff. As the statement of facts addresses, there is a dispute as to what was self-assessed or what the self-assessed number would be for tax year 2018 and that will be addressed in the sentencing memoranda.

MR. CLARK: To be clear, the dispute is we think it's lower. As the statement of facts recites, there was actually an overstatement of Mr. Biden's income that year. I mean, my understanding is all of the monies that the IRS takes a position Mr. Biden owes as a result of every tax

that's what I had at this moment.

2 Mr. Biden, does the written agreement as summarized by Mr. Wise accurately reflect the agreement you 3 have reached with the government?

5 THE DEFENDANT: Yes, Your Honor.

THE COURT: Has anyone threatened you or forced you into entering this written agreement?

THE DEFENDANT: No, Your Honor.

THE COURT: Has anyone made you any promises 9 that are not contained in the written agreement? 10

MR. CLARK: Your Honor, with the exception of 11 12 the Diversion Agreement --

THE COURT: We're not making an exception. I want to know, has anyone made you any promises that are not 14 contained in the written Memorandum of Plea Agreement? 15

MR. CLARK: Yes, there are promises from the 16 government in the Diversion Agreement, Your Honor. 17

THE COURT: And sir, are you relying on the promises made in the Diversion Agreement in connection with your agreement to plead guilty?

21 THE DEFENDANT: Yes, Your Honor. THE COURT: And if the Diversion Agreement were 22

not valid or unenforceable for any reason, would you enter 23 into the Memorandum of Plea Agreement? 24

THE DEFENDANT: No, Your Honor.

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year being discussed have been paid based on their calculation, if that answers Your Honor's question.

MR. WISE: So our position, Your Honor, is there are additional -- there are deductions that were taken that were improper and so that's why for the loss purposes, putting aside what the payoff number was in our sentencing memorandum, we will address those. The IRS in arriving at the payoff number didn't --

THE COURT: Well, I'm just asking because you said it's expected to be zero, why is it expected to be zero if you're telling me that the numbers might be wrong?

MR. WISE: Because that is the payoff amount that the IRS gave to the Defendant which is sort of a process that produces that that is separate from the criminal investigation and essentially divorced from it. That's why the agreement doesn't bind the IRS if they then make a decision essentially for additional restitution that could occur.

THE COURT: Why do you say it's expected to be zero?

MR. WISE: Because as of the payoff number that 21 was given, there is no at this moment restitution owed to 22 23 the IRS.

THE COURT: All right. So those are my initial 24 questions. I may have some more as we go through this, but

1 THE COURT: All right. So we're going to discuss that agreement in a bit, but for now let me say -by the way, I didn't get a copy of paragraph 15 of the 3 agreement, but the parties provided me with a copy of that 4 agreement prior to this hearing, so that's what I'm going to quote from at the moment.

Paragraph 15 of the Diversion Agreement states the United States agrees not to criminally prosecute Biden outside of the terms of this agreement for any federal crimes encompassed by the attached statement of facts, Attachment A to the Diversion Agreement, and the statement of facts attached as Exhibit 1 to the Memorandum of Plea Agreement filed this same day. This agreement does not provide any protection against prosecution for any future conduct by Biden or by any of his affiliated businesses.

And just so we're clear, I think you already answered this, sir, but are you relying on that promise in connection with your agreement to accept the Memorandum of Plea Agreement and plead guilty?

THE DEFENDANT: Yes, Your Honor.

21 THE COURT: If that provision were not valid or 22 not enforceable, would you accept the Memorandum of Plea 23 Agreement?

24 THE DEFENDANT: No, Your Honor.

THE COURT: If you had no immunity from the

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government, perhaps even a different prosecutor and the government could bring a felony tax evasion charge or drug charges against you, would you still enter the plea agreement and plead guilty to these tax charges?

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THE DEFENDANT: No, Your Honor.

THE COURT: All right. So I need some help here because you all told me this was a plea under Rule 11(c)(1)(B) and not (c)(1)(A), but yet I have this provision that I would think is normally in a plea agreement. So tell me, how do these agreements relate? Are they part of a package deal?

MR. WISE: So, Your Honor, the United State's position is that the agreements stand alone by their own terms and both agreements include their last paragraph that says that with this one caveat --

THE COURT: This is a big caveat, though, if you're telling me Rule 11(c)(1)(B) doesn't give me any authority to look at this, (c)(1)(A) refers to, you know, having an agreement not to prosecute. That's why I'm looking at this. I'm not saying that you're wrong, but I need to understand this.

MR. WISE: Sure. So Your Honor, again, our view is the plea agreement stands alone. There is no charge bargaining in the plea agreement, period. And that's what they have agreed to. The Diversion Agreement --

MR. CLARK: Yes.

THE COURT: How about I give you guys an 2 opportunity so we can make sure we're on the same page 3 4 because part of my charge here is to make sure that the 5 Defendant knows what he's pleading to.

MR. CLARK: We appreciate it, Your Honor.

7 COURT CLERK: All rise.

(A brief recess was taken.)

THE COURT: All right. Please be seated. Where

10 are we?

> MR. CLARK: Your Honor, I want to apologize for maybe my unartful phrasing for some of the issues that came up a minute ago. Perhaps I can explain the Defendant's position and that may clarify things. There are two agreements in this case. They are both very important to the Defendant. One is a plea agreement that the Court has before it and my client is ready to enter a plea to that plea agreement without contingency, without reservation, and without connection. There is another agreement which is a Diversion Agreement which --

THE COURT: Right. So let me just ask you, if that Diversion Agreement were not valid or were unenforceable for some reason, would he enter this plea? MR. CLARK: He is ready to live by the terms of

25 that agreement --

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THE COURT: But he would not agree, just so I understand, sir, you would not agree to that plea agreement if you didn't get some immunity from other charges, is that

MR. CLARK: Speaking for my client, that's correct, Your Honor.

THE COURT: I didn't mean that to be a rhetorical question. So you're trying to tell me that that's separate, but I think -- and I understand why he's saying no, I wouldn't -- that isn't separate to me, I need them both.

MR. WISE: That's the intention with the agreement he signed.

THE COURT: So the intention of the agreement he signed was that it would be completely separate and if that Diversion Agreement were not valid or unenforceable and he were on the hook for other charges that he would still be pleading guilty?

MR. WISE: That's right, because that's what the final paragraph of the plea agreement says he's agreeing to, that the plea agreement stands on its own without any additional promises outside the four corners of that agreement.

THE COURT: Do you guys need to talk about this for a few minutes?

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THE COURT: If that Diversion Agreement did not exist, he would be willing to live by the terms of the plea and plead guilty? I have concerns about that Diversion 4 Agreement so I'm asking you, if it were not valid, if it were unenforceable, would he plead to the memorandum of 5 6 plea?

MR. CLARK: Based on our understanding of the Diversion Agreement, which is a bilateral agreement between the Defendant and the government which the government has reaffirmed to me it will stand by, then yeah, he would enter the plea.

THE COURT: So you're not answering my question. You're saying well, we think it's valid and enforceable. I'm asking you, if it were not, go with me here, if that agreement were not valid and enforceable, if that agreement did not exist and he could not rely on it, would he enter the memoranda of plea?

MR. CLARK: You're asking for a hypothetical 18 19 from me, Your Honor.

THE COURT: Yes, I'm asking that because --MR. CLARK: Yes, my client would resolve this case on these terms in the hypothetical situation that exist without that Diversion Agreement. I want to be clear that it is the parties' position that there is a Diversion Agreement between the parties which is binding. But take

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that out of today's proceeding and my client is ready to enter a plea under the plea agreement.

THE COURT: All right. Let me ask you those questions again, Mr. Biden. If the Diversion Agreement were not valid and enforceable for any reason, would you enter the Memorandum of Plea Agreement?

THE DEFENDANT: Yes, Your Honor.

THE COURT: And are you relying on the promise in the Diversion Agreement not to prosecute you in connection with your agreement to accept the Memorandum of

Plea Agreement and plead guilty? THE DEFENDANT: No, Your Honor.

THE COURT: And so if you had no immunity from 13 the government through that Diversion Agreement and the 14 government could bring felony tax evasion charges or drug 15 16 charges against you, would you still enter the plea 17 agreement and plead guilty to these tax charges? THE DEFENDANT: Yes, Your Honor. 18

THE COURT: All right. Now, I want to talk a little bit about this agreement not to prosecute. The agreement not to prosecute includes -- is in the gun case, but it also includes crimes related to the tax case. So we looked through a bunch of diversion agreements that we have

access to and we couldn't find anything that had anything

similar to that.

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MR. WISE: It can be.

THE COURT: And if it were included in the 2 3 Memorandum of Plea Agreement, would that make this plea agreement one pursuant to Rule 11(c)(1)(A)?

MR. WALLACE: It would.

THE COURT: In your view, that would change the 6 analysis of what I needed to do in evaluating whether to 7 8 accept this plea or not, right?

MR, WISE: It would.

THE COURT: And so let's just understand this. 10 If it were that, then my role would be to accept or reject 11 12 the plea, right?

MR. WISE: It would.

THE COURT: What happens if I accept the plea, we go forward to sentencing?

MR. WISE: Yes.

THE COURT: And what happens if I reject the 17 18 plea?

MR. WISE: Then we -- this is one of the issues with charge bargaining.

THE COURT: Because there is a waiver of venue. MR. WISE: Well, there is a waiver of venue, but 23 also, and this has been addressed by some courts outside of this circuit, because of the separation of powers, if the

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Court were to reject a (c)(1)(A) on its view that the

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So let me first ask, do you have any precedent for agreeing not to prosecute crimes that have nothing to do with the case or the charges being diverted?

MR. WISE: I'm not aware of any, Your Honor.

THE COURT: Do you have any authority that says that that's appropriate and that the probation officer should agree to that as terms, or the chief of probation should agree to that as terms of a Diversion Agreement?

MR. WISE: Your Honor, I believe that this is a bilateral agreement between the parties that the parties view in their best interest. I don't believe that the role of probation would include weighing whether the benefit of the bargain is valid or not from the perspective of the United States or the Defendant.

THE COURT: So have you ever seen -- I think I just asked you this, but have you ever seen a Diversion Agreement where the agreement not to prosecute is so broad that it encompasses crimes in a different case?

MR. WISE: No. And I would say, Your Honor, I don't think it is broad in the sense that --

THE COURT: We're going to talk about that. You 22 can sit down.

All right. Now, is an agreement not to bring charges or an agreement to drop charges typically something that is included in a Memorandum of Plea Agreement?

charges should be different --

THE COURT: Well, what if I were to reject the (c)(1)(A) plea on the grounds that it includes an agreement not to prosecute, that as we're going to talk about in a few minutes, I don't really understand the scope of.

MR. WISE: So --

THE COURT: I mean, forget all the investigation, what charges were brought, I think that the parties have made clear that we live in a system of separation of powers, those powers are given to the Executive Branch. Right?

MR. WISE: Right.

THE COURT: So I don't mean to violate the separation of powers or do anything unconstitutional. I'm trying to figure out what my role is and what the appropriate rule is that applies to this.

MR. WISE: Right.

THE COURT: Okay. And so I am trying to understand if I were to reject the plea, I'm not saying I am going to, I have not -- for anyone in the back, I have not made that determination, but if I were to reject the plea, just tell me what happens.

MR. WISE: So then we have two charges against the Defendant and they're misdemeanors, so he doesn't need to be indicted and we go forward and there is a trial on

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those charges, and there is a possibility that there could be additional charges brought.

THE COURT: Related to the tax issues?

MR. WISE: Yes.

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THE COURT: Do you agree with that, Mr. Clark, what would happen? Again, I want to make sure I'm not saying that's my decision.

MR. CLARK: I understand, Your Honor. I don't necessarily disagree. I'm not aware of any additional charges that could validly be brought with regard to the tax charges. Again, without getting into the whole investigation, but I do think there is some context that's important here. The U.S. Attorney's Office and me spent five years in meeting after meeting, hours, ten hour long meetings going through my client's taxes on a line-by-line basis, and this is the disposition the parties came to after a five-year investigation that was pursued with unbelievable diligence and doggedness. And so first of all, I don't think there are any other charges to be brought. I think, you know, we thought that just like in any compromise situation, we had valid arguments with regard to these charges, but my client undertook to plead guilty to them

prosecution, non-prosecution agreement, which generally the 1 Court doesn't necessarily weigh in on. I don't think it was 2 the -- we are not asking the Court to rule in any way on the 3 Diversion Agreement. The diversion as far as I understand 4 it has been approved by probation, there is a -- you've 5 arraigned the Defendant on the instrument and I believe that 6 process will go forward. 7

THE COURT: We have to talk about the Diversion Agreement because you have included me into the Diversion Agreement, so we are going to talk about that. But I am just still, you know, normally -- so we have two agreements, we have a plea agreement where you're saying Judge, we're all here in front of you for him to plead. You're saying I don't even get to accept it, I guess I'm supposed to rubber stamp it under Rule (c)(1)(B). But then it would be a plea under Rule (c)(1)(A) if the provision that you have put in the Diversion Agreement which you do not have anyplace for me to sign and it is not in my purview under the statute to sign, you put that provision over there. So I am concerned that you're taking provisions out of the agreement, of a plea agreement that would normally be in there. So can you -- I don't really understand why that is.

MR. WISE: So the bargain that was reached by the parties was the Plea Agreement that is in front of Your Honor, which is a (c)(1)(B) as I mentioned, where there is

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would figure out how to proceed on those informations and that would be the rest of the process.

because it was the right disposition for all the parties

after extensive negotiation, and so yeah, I think we would

have two filed informations and the Court and the parties

THE COURT: All right. So you said there might be additional charges. Are you at liberty to tell us what you're thinking those might be or is that just a hypothetical that there might be?

MR. WISE: It was a hypothetical response to your question.

THE COURT: Is there an ongoing investigation here?

MR. WISE: There is.

THE COURT: May I ask then why if there is we're doing this piecemeal?

MR. WISE: Your Honor may ask, but I'm not in a position where I can say.

THE COURT: Okay. So you can sit down.

I think what I'm concerned about here is that you seem to be asking for the inclusion of the Court in this agreement, yet you're telling me that I don't have any role in it, and you're leaving provisions of the plea agreement out and putting them into an agreement that you are not asking me to sign off on. So I need you to help me understand why this isn't in the written plea agreement.

MR. CLARK: If I may, Your Honor. I mean, the original conception here was something like a deferred

only a recommended sentence, that is -- that is the Plea

2 Agreement --

> THE COURT: Well, it's not, because you do reference -- you reference the Diversion Agreement in the Plea Agreement.

MR. WISE: Not in the Plea Agreement.

THE COURT: You do. I asked you if paragraph 5B referred to the Diversion Agreement and you said yes.

MR. WISE: Only insofar as it's not relevant conduct.

THE COURT: You reference it in the Plea Agreement, right?

MR. WISE: But it doesn't incorporate it.

THE COURT: And in the Diversion Agreement, you reference the Memorandum of Plea Agreement, right?

MR. WISE: Only part of it.

THE COURT: And you say that the -- in the Diversion Agreement when you say there is not going to be any prosecution, you say that's not just prosecution on the gun charge which is the subject of the Diversion Agreement, you say also no prosecution with respect to anything in the statement of facts attached to the memorandum of plea, right.

MR. WISE: Yes.

THE COURT: All right. Okay. So I don't really

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understand, though, why that's not part of the Plea Agreement.

MR. WISE: Because by the terms of the Plea Agreement, the only function, the Diversion Agreement ---well, it has no function but the parties negotiated that their view, and it's their view, probation can take a different view, Your Honor can take a different view, their view is the firearms offense should not be considered relevant conduct for calculating the guidelines related to the tax offense, that is all that 5(b) says. It does not incorporate the paragraph 15 or any part of the Diversion Agreement, it simply says our view is the Diversion Agreement, the firearm offense should not be considered relevant conduct in calculating the guidelines.

I think practically how this would work, Your Honor, is if Your Honor takes the plea and signs the Diversion Agreement which is what puts it into force as of today, and at some point in the future we were to bring charges that the Defendant thought were encompassed by the factual statement in the Diversion Agreement or the factual statement in the Plea Agreement, they could move to dismiss those charges on the grounds that we had contractually agreed not to bring charges encompassed within the factual statement of the Diversion Agreement or the factual statement of the tax charges.

for the years described in the factual statement to the Plea
Agreement. And I think we cannot bring for the firearms
charges based on the firearm identified in the factual
statement to the Diversion Agreement.

5 THE COURT: All right. So there are references
6 to foreign companies, for example, in the facts section.
7 Could the government bring a charge under the Foreign Agents
8 Registration Act?

MR. WISE: Yes.

THE COURT: I'm trying to figure out if there is a meeting of the minds here and I'm not sure that this provision isn't part of the Plea Agreement and so that's why I'm asking.

MR. CLARK: Your Honor, the Plea Agreement -THE COURT: I need you to answer my question if
you can. Is there a meeting of the minds on that one?
MR. CLARK: As stated by the government just
now, I don't agree with what the government said.
THE COURT: So I mean, these are contracts. To

THE COURT: So I mean, these are contracts. To be enforceable, there has to be a meeting of the minds. So what do we do now?

MR. WISE: Then there is no deal.

THE COURT: All right. I guess then the question is where does that leave us? So what do we need to do? Do you guys need some time to talk? Do you need me to

MR. CLARK: That's my understanding, Your Honor, we would be enforcing a contract with the Department of Justice.

THE COURT: I don't understand how you have an agreement not to pursue other charges in the case, the misdemeanor case, and you say that is not part of his Plea Agreement.

MR. WISE: Because the Plea Agreement does not include that.

THE COURT: All right. So let's talk a little bit more about this. To the extent that the agreement -- you can sit down.

To the extent that the agreement not to prosecute is promised, do the parties have some understanding what the scope of that agreement is?

MR. WISE: Yes, Your Honor.

THE COURT: No, tell me, like specifically what does it include. You said that there is an investigation, I don't know what that is, but you must know that if there are particular charges that could be brought based on the facts that are there.

MR. WISE: So I can tell you what I think we can't charge. I can't tell you what the ongoing investigation is. So, for instance, I think based on the terms of the agreement, we cannot bring tax evasion charges

set a date -- do we need to talk about a preliminary hearing since we didn't really need to do one with the agreement?

3 MR. CLARK: We'll waive the preliminary hearing.
4 As far as I'm concerned, the Plea Agreement is null and
5 void. You know, we'll have -- we are going to have to
6 discuss things with the government.

THE COURT: All right. So I think we're on the clock now. So what should we do? Do you want me to set a date for pretrial motions? Do you want to exclude a little bit of time so that you have some time to talk? What do you want to do?

MR. CLARK: I think we would need thirty days after the trial clock to figure out what's going on.

THE COURT: All right. I agree. I know that this has come as a little bit of a curve ball, but I think that having you guys talk some more makes sense, and we will exclude the time up through -- so the thirty days takes us to the Friday before Labor Day. Do you want that or do you want the following week?

MR. CLARK: I think that's fine, Your Honor.

THE COURT: So we'll exclude up through

September 1st, you guys can get me a status report then. I think it does make sense in the interest of justice to do so. We'll get a status report and then we'll figure out where we are.

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MR. CLARK: Your Honor, can we ask you to take 1 ten minutes and see whether we can somehow make any headway 2 3 on this? 4 THE COURT: Okay. 5 MR. CLARK: Thank you, Your Honor. 6 COURT CLERK: All rise. 7 (A brief recess was taken.) 8 THE COURT: All right, Please be seated. Where 9 are we? 10 MR. CLARK: Your Honor, we have had some discussion between the parties to try to clarify the 11 understanding and I just want to kind of summarize where we 12 are and if the government's counsel wants to correct me. 13 14 The parties have taken the position that the Diversion Agreement is a separate agreement from the Plea Agreement. 15 The Diversion Agreement is a bilateral contract between the 16 17 parties. Your Honor has asked the parties what their understanding of the paragraph 15 of the Diversion Agreement 18 is. I think there was some space between us and at this 19 point, we are prepared to agree with the government that the 20 21 scope of paragraph 15 relates to the specific areas of federal crimes that are discussed in the statement of facts 22

Let me just take a look here. I mean, part of the issue

that I'm having is understanding, you know, regardless of

whether this is a plea under subsection B or subsection A,

it has to be a knowing plea and I'm already faced with the 4

Defendant under oath saying both that he would not enter the 5 Memorandum of Plea Agreement if the Diversion Agreement were 6

7 not valid, and that he would. And so I'm a little bit

confused about that. So I think we can work through that.

9 But let's take a look at some of the rest of this.

All right. Sir, other than what we have just discussed, are there any other promises that have been made to you to entice you to enter the Memorandum of Plea Agreement?

THE DEFENDANT: No, Your Honor.

THE COURT: Do you understand that this is the time to tell me of any promises not in the record or of any threats that have been made because after today you won't be able to withdraw your plea based on information that you could have shared with me here?

THE DEFENDANT: Yes, Your Honor.

THE COURT: Do you understand that the plea -terms of the Plea Agreement are merely recommendations to me, that I can reject those recommendations without

permitting you to withdraw your plea and impose a sentence 24 25

that is harsher or longer or more severe than the one that

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MR. CLARK: The government says that's what it means and Your Honor asked for what the parties agree. THE COURT: I'm just looking at the language of that. So you're comfortable with that's what it means even though the language of that seems substantially broader? MR. CLARK: Your Honor, I just put on the record what I have --THE COURT: You didn't just answer yes so that

which in general and broadly relate to gun possession, tax

THE COURT: So are you going to rewrite that?

also -- so yes, you are comfortable that that provision means that it only relate and for what period of time? MR. WISE: It would be the period of time in the statement of fact, both statement of facts.

13 THE COURT: Help me out with that. MR. WISE: '14 to '19 for the tax offenses and 14 the drug -- and the admission of drug use in that period and 15 16

then the firearms is obviously specifically identified in the time period in which that was possessed.

THE COURT: All right. So the defense agrees that the agreement not to prosecute only includes the time period from 2014 to 2019, it only includes tax charges in that time period, drug charges in that time period, and the particular -- the firearms charges that relate to this particular firearm?

MR, CLARK: Yes, Your Honor.

THE COURT: All right. So you can be seated.

you may anticipate?

2 THE DEFENDANT: Yes, Your Honor. THE COURT: Are you pleading guilty of your own 3

free will because you are, in fact, guilty?

5 THE DEFENDANT: Yes, Your Honor.

6 THE COURT: All right. Now I want to walk through some of the specific provisions of the agreement.

First, venue. Do you have the agreement in front of you? 8

THE DEFENDANT: Yes, Your Honor.

THE COURT: All right. So paragraph 1 states that you waive any challenge to the information based on venue. Do you understand that absent that waiver, you could challenge this Court being the appropriate Court to hear these charges?

THE DEFENDANT: Yes, Your Honor.

THE COURT: By entering this plea you are giving

up that challenge?

18 THE DEFENDANT: Yes, Your Honor.

THE COURT: Did you discuss that provision with

20 your counsel?

THE DEFENDANT: Yes, Your Honor. 21

THE COURT: Again, are you satisfied with the 22

23 advice that you received?

THE DEFENDANT: Yes, Your Honor.

25 THE COURT: Now, next, in paragraph 2, Mr. Wise

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worked there? went over the maximum penalties for Counts I and II when he THE DEFENDANT: Your Honor, I think I was at 2 summarized the essential terms and I mentioned those to you 2 Boise Schiller 2010, maybe, was when I started, but I am not 3 earlier when we were doing the initial plea. Do you 3 understand what the maximum penalties are for each of the positive of that. That's what I believe. 4 5 THE COURT: Okay. And were you in an of counsel 5 counts that's pending against you? 6 position that whole time? 6 THE DEFENDANT: Yes, Your Honor. 7 THE DEFENDANT: Yes, Your Honor. 7 THE COURT: Do you need me to go through them 8 THE COURT: All right. Now, it says then that 8 one more time or are you okay? you -- for the work you did, you earned 2.3 million in 2017 9 THE DEFENDANT: No, Your Honor, thank you. 9 and 2.1 million in 2018. Now, you left Boise Schiller in 10 10 THE COURT: Paragraph 3. Paragraph 3 list the 11 2017, right? essential elements of Counts I and II that the government 11 12 THE DEFENDANT: Yes, Your Honor. 12 would have to prove. Specifically for each count the 13 THE COURT: So, can you tell me how -- I'm 13 government would have to prove beyond a reasonable doubt 14 trying to understand the 2018 \$2.1 million. that the Defendant, you, had a duty to pay a tax. Two, the 14 MR. CLARK: My understanding, Your Honor, is 15 tax was not paid at the time required by law. And three, 15 that sentence picks up the work described in the last couple 16 that your failure to pay was willful. Do you understand 16 of sentences, not just the work for Boise Schiller. that if I accept your guilty plea, the government will not 17 17 18 THE COURT: Well, Mr. Biden actually knows. 18 have to prove anything? 19 THE DEFENDANT: Yeah, exactly, Your Honor, I 19 THE DEFENDANT: Yes, Your Honor. 20 believe what the government intended for that sentence was 20 THE COURT: Paragraph 3 also references the 21 that it was the total income, not just as it relates to my statement of facts attached to the Plea Agreement as 21 22 capacity for Boise Schiller. 22 Exhibit 1. Mr. Wise read those into the record and that is something that is not common in my experience. I just want 23 THE COURT: So for all your work --23 24 THE DEFENDANT: For this work, it's all of the to ask you about some of those. I'm not going to go through 24 25 things that are listed above there. all of those facts but I want to ask them because it is part 25

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of the Plea Agreement that is being presented to me and particularly given our earlier discussion about the fact that those facts are incorporated into the agreement not to prosecute.

All right. So, do you have those in front of

THE DEFENDANT: Yes, Your Honor.

THE COURT: All right. So in the very first paragraph of Exhibit 1, it says towards the end, it says through at least early 2017 -- I think before that, in the first paragraph, in the second sentence it says from 2017 to 2019, you served on the board of Ukrainian energy company and a Chinese private equity fund. Can you tell me what those companies were?

THE DEFENDANT: The Ukrainian energy company was Burisma, and the Chinese private equity fund was Bohai, Harvest and Rosemont.

THE COURT: And some of this I'm asking just so
I understand because there are other references to Ukrainian
companies and Chinese companies and I can't tell if they're
the same company or not, so that's part of why I'm asking
you. Later in that paragraph, it says through at least 2017
you were employed by a prestigious multi-national law firm
in an of counsel position. It says through at least 2017.
What were the years, do you remember like how long you

THE COURT: All right. Thank you. Okay. In the next paragraph, it says you have a well-documented and long-standing struggle with abuse and you did tell me already, I'm not going to ask you again about your efforts to treat that. But when we talk about well-documented, is there a particular thing that we're looking at for where it's documented or is that just based on your discussions?

THE DEFENDANT: Well, I believe the government is referring to a book that I wrote about my struggles with addiction in that period of time in my life. And quite possibly other news outlets and interviews and things that have been done.

THE COURT: Okay. In that paragraph, it refers sort of towards the middle, it refers to your struggles with addiction led to the collapse of your most significant professional relationship. Is that referring to the law firm or something else?

THE DEFENDANT: My business relationship, my business relationships, all of my business relationships, ultimately including the law firm. I had a business that was Rosemont Seneca advisors, and I had a long-standing business partner from the inception of that company that I started. And others that all collapsed during that period of time.

THE COURT: So one of the businesses was

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Rosemont Seneca. Were there others that collapsed? The one 1 2 reference here to Owasco. THE DEFENDANT: Virtually everything collapsed. 3 Owasco is the holding company for all of the other companies 4 5 below there. 6 THE COURT: Okay. And who was your business 7 partner? THE DEFENDANT: A gentleman named Eric Schwerin. 8 THE COURT: All right. The fourth paragraph 9 says during the calendar year 2017, you earned substantial 10 income including just under a million dollars from a company 11 12 you formed with a CEO of a Chinese business conglomerate. Is that the same or a different Chinese company from the one 13 14 you referenced earlier? THE DEFENDANT: I started a company called 15 Hudson West, Your Honor, and my partner was associated with 16 a Chinese energy company called CEFC. 17 18 THE COURT: Who was your partner? THE DEFENDANT: I don't know how to spell his 19 name, Yi Jianming is the chairman of that company. 20 THE COURT: Is that company still in existence? 21 22 THE DEFENDANT: No. 23 THE COURT: Okay. Then it says you made \$666,666 from your domestic business interest. Is that the 24

end of the second paragraph, starting four lines from the bottom in the middle of the line, the paragraph talks about your tax liability. And it says the end of year liability 3 should not have come as a surprise. Do you see that? 4 5 THE DEFENDANT: I'm sorry, I'm just trying --6 THE COURT: That's okay. Take your time. 7 THE DEFENDANT: Yes, I see that here. THE COURT: It says it should not have come as a 8 9 surprise. It wasn't a surprise, is that right? 10 THE DEFENDANT: Yes, Your Honor. 11 THE COURT: And you knew --12 THE DEFENDANT: Well, I don't -- I didn't write this, Your Honor, so the characterization --13 MR. CLARK: Can we elaborate the time there, 14 15 Your Honor? 16 THE COURT: Yes. 17 MR. CLARK: So essentially there was a tax treatment that was undertaken in that year, and it changed 18 the tax treatment at the very end of the year for a 19 particular asset. And so I think the point is, and I didn't 20 write this either, there was substantial influx of income 21 22 during that year. There was an issue with this last minute 23 tax treatment change, and so there were expressions at times

of surprise at that. I think the government's point is you

knew you made a lot of money, it shouldn't have come as a

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THE DEFENDANT: Yes, Your Honor, I believe 2 that's what it refers to. 3 THE COURT: \$664,000 from a Chinese infrastructure investment company. Is that one of the 4 companies we've already talked about? 5 6 THE DEFENDANT: I believe so, yes, Your Honor. 7 THE COURT: Which one is that? 8 THE WITNESS: I believe CEFC. THE COURT: Okay. \$500,000 in director's fees 9 from the Ukrainian energy company. That's the one that you 10 11 already told me about? 12 THE DEFENDANT: Same, Burisma. 13 THE COURT: Burisma. Okay. 48,000 from the law firm. 14 THE DEFENDANT: Yes. 15 16 THE COURT: That's the Boise Schiller? 17 THE DEFENDANT: Yes, it is. THE COURT: All right. Okay. The bottom of 18 19 that first page, the final paragraph says that the accountant sent copies of the tax documents, copies of the 20 tax documents to your former business partner. Is that 21 22 Mr. Schwerin? 23 THE DEFENDANT: I believe that's who it's 24 referring to, yes, Your Honor.

THE COURT: All right. On the next page, at the

surprise.

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THE COURT: My only concern is when I read this as a lawyer, it shouldn't have come as a surprise, that doesn't preclude Mr. Biden from saying yes, it did.

MR. CLARK: Your Honor's characterization is exactly right.

THE COURT: You're saying it actually was a surprise?

MR. CLARK: In that year.

THE COURT: You guys are okay with that?

MR. WISE: Yes, Your Honor.

THE COURT: All right. But you did know that you owed tax money, right?

THE DEFENDANT: Yes, Your Honor.

THE COURT: And your business partner,

Mr. Schwerin, told you that no withholdings had been made?

to be the case.

THE COURT: All right. In the third paragraph,
which is actually the second full paragraph, it says on or
about March 22nd, 2018, you received a million dollar
payment into your Owasco bank account as payment for legal
fees for Patrick Ho.

THE DEFENDANT: Yes, Your Honor.

THE COURT: Who is that payment received from,

THE DEFENDANT: Yes, Your Honor, I believe that

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was that the law firm? THE DEFENDANT: Received from Patrick Ho, Your 2 3 Honor. 4 THE COURT: Mr. Ho himself? 5 THE DEFENDANT: Yes. 6 THE COURT: Were you doing legal work for him 7 separate and apart from the law firm? 8 THE DEFENDANT: Yes, Your Honor. Well --MR. CLARK: That wasn't through Boise Schiller, 9 10 Your Honor, Mr. Biden was engaged as an attorney. 11 THE COURT: Right. So that's why I asked. You 12 were doing work for him --13 THE DEFENDANT: My own law firm, not as counsel. THE COURT: So you had your own law firm as 14 15 well? THE DEFENDANT: I think Owasco PT acted as a --16 17 acted as a law firm entity, yeah. 18 THE COURT: Okay. 19 THE DEFENDANT: I believe that's the case, but I 20 don't know that for a fact. THE COURT: Okay. The final paragraph on the 21 22 second page of the exhibit says that you received a little bit more than \$2.6 million in business and consulting fees 23

THE COURT: Okay. In the first full paragraph on the third one, it says after numerous programs and trips to rehab, you got sober in May of 2019. Do you see that? THE DEFENDANT: Yes, Your Honor.

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THE COURT: When I asked you earlier when you 5 last used or were under the influence of a controlled 6 substance or a medication, you said June of 2019. What was 7 it that you did in June of 2019? 8

9 THE DEFENDANT: I was married on May of --May 17th of 2019, and that is my sobriety date. 10

11 THE COURT: When I asked you earlier --12 THE DEFENDANT: I was being conservative, Your Honor. I think in between that date to be technically and 13 14 completely honest from the day that I got married until

June 1st, I did have a drink or two. THE COURT: Okay.

THE DEFENDANT: So I count my sobriety date at least in the program that you attend as June 1st, so that's 18 19 why I did that.

20 THE COURT: You said the program you attend. I 21 thought you -- are you attending a --

THE DEFENDANT: No, a separate program that required anonymity, Your Honor.

THE COURT: Okay. But I am just trying to make sure that we don't --

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THE DEFENDANT: No, no, I'm not saying that there are any programs that I'm involved in right now, I'm

3 saying meetings that I go to, the sobriety date is often 4 auoted.

5 MR, CLARK: He draws a distinction between 6 treatment and a program.

THE COURT: Okay.

THE DEFENDANT: And it's not --

THE COURT: And I appreciate that, whether we call it a treatment or something, you are doing something to support your sobriety, is that correct?

THE DEFENDANT: Yes, Your Honor.

THE COURT: Okay, All right, Then that paragraph says that you did not make preparations to file or actually file your 2018 individual or corporate income tax when it was due in 2019. Is that right?

THE DEFENDANT: Yes, Your Honor.

THE COURT: Okay. And it was due according to this in October of 2019. Right? 19

20 THE DEFENDANT: Yes, Your Honor.

THE COURT: And you were sober at that time? 22 THE DEFENDANT: I was, Your Honor.

23 THE COURT: But you didn't file your taxes. 24 THE DEFENDANT: Yes, Your Honor, in putting my

life back together, it was a flood, an enormous amount of

-- I guess originally I was asking if that was in addition to the money you had received from the -- if that was in addition to the money you had received from the law firm,

from the company you formed with the CEO of the Chinese

business conglomerate and the Ukrainian energy company, and

but I think we clarified earlier that --4

THE DEFENDANT: Yes, Your Honor. 5

THE COURT: So I guess what I'm confused about is -- so is that \$2.6 million, that was in 2018?

MR. CLARK: That's our understanding, Your 8 9 Honor.

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THE COURT: But it says in the first paragraph of the exhibit for the work that you did for the Ukrainian company and the Chinese company and your domestic businesses, it was \$2.1 million.

MR. CLARK: Your Honor, I think actually for this one, and again, we didn't write this, but we don't dispute its accuracy, I think this may summarize a chain of payments that was made over a couple of years.

MR. WISE: Your Honor, as I read that, the reference in the first paragraph is to -- is income and it's more than -- the language is more than 2.1 million in 2018, and by contrast the paragraph Your Honor just pointed out, it's talking about fees he generated at about 2.6 million, I think there were expenses that were business expenses that

23 would be taken from those fees that would get you to a lower

income number that's north of 2.1 million.

problems and by the time I was able to find someone to be able to help me, I was already past the deadline in which I

should not have gone past.

THE COURT: At the end of the next paragraph, it says that in 2020, during the process of putting together your 2017 and 2018 tax returns, you mischaracterized certain personal expenses as legitimate business expenses. What's that referencing?

MR. CLARK: Your Honor, it may be better if I explain it because Mr. Biden is actually not that close to the facts. In essence, in a very compressed time frame, Mr. Biden was asked to identify for all of these tax years that were being done from his credit cards and other bank accounts what's a business expense and what is a personal expense. And he was asked to go through charts and mark them. And there are situations in which he made an error with regard to marking business expenses or personal expenses. In several instances, most of them relate to one account, which was a business line of credit account, which he and his accountants treated as business expenses but that he never reviewed the actual records for because the accountants couldn't get the records. So we concede that he made mistakes, erroneous mistakes in categorizing some of these business and personal expenses. And that's what it refers to.

THE COURT: All right. In the next paragraph, there are more references to self-assessed tax. Is that the same as we discussed previously, the amount of tax that he determined he owed?

MR. WISE: Yes, Your Honor.

THE COURT: And at the top of the last page, and also in I guess the last paragraph, or maybe even all those paragraphs, there is a reference to a third party who paid your tax liability. Is it the same person who paid all of the outstanding liability?

THE DEFENDANT: Yes, Your Honor. I took a loan from that individual.

THE COURT: You took a loan?

THE DEFENDANT: Yes.

THE COURT: Do you make payments on that loan?
 THE DEFENDANT: Not currently, Your Honor, but
 it's a normal typical loan with terms and a time frame.

THE COURT: Okay. All right. Let's talk now about the paragraph 9, the appellant waiver provision.

Mr. Biden, your agreement contains an appellant waiver provision in paragraph 9. This waiver limits your ability to appeal your sentence. Have you discussed this waiver with your attorney?

THE DEFENDANT: Yes. Yes, I have Your Honor.
THE COURT: Are you satisfied with the advice

THE COURT: Do you know the approximate amount of money of these mistakes?

MR. CLARK: That's what the discussion of the dispute was. We see it in not minimizing, around \$30,000 over the entirety of all the filings. I think the government thinks it's higher. But that's part of what we're going to shake out at sentencing. It is not massive amounts of money from the perspective of these tax returns. And as this points out I think in the next sentence, during the same year that these errors were made, Mr. Biden's accountants erroneously overreported his income by several hundred thousand dollars. And so there is — there are errors going both ways in that year, some of them are these mistakes, and that mistake by his accountants.

THE COURT: And just so I understand, are these things that he made these mistakes and gave them to his accountant and then they were corrected or he made these mistakes, gave them to his accountant and then those mistakes ended up in the filing that were ultimately made to the Internal Revenue Service?

MR. CLARK: It was the latter, the accountants didn't catch the mistakes.

THE COURT: And again, sir, this was done after you were already sober?

THE DEFENDANT: Yes, Your Honor.

and counsel you have received with respect to the waiver?

THE DEFENDANT: Yes, I am, Your Honor.

THE COURT: Now, I can read the waiver to you if you would like me to or you can tell me that you're confident that you understand it. Do you want me to review it with you?

THE COURT: Do you understand that it is a broad waiver provision and it leaves you with narrow appellant rights should you disagree with your conviction or your sentence?

THE DEFENDANT: Yes, Your Honor.

THE COURT: And that it leaves you little ability to challenge your conviction or sentence?

THE DEFENDANT: Yes, Your Honor.

THE COURT: Do you understand that it is unlikely that the conditions that would allow you to appeal will occur and you will likely have no relief should you receive a sentence that is different than the one that you anticipate?

THE DEFENDANT: Yes, Your Honor.

THE COURT: All right. I find that the

Defendant has knowingly and voluntarily waived his appellant rights.

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Now, as Mr. Wise said earlier, I want to talk to you a little about the sentencing process in federal court. It's not required in a misdemeanor case, but I am going to ask the United States Probation Office to prepare a presentence investigation report to the Court before sentencing. You and the government will have a chance to review and challenge the facts in that report. Do you understand that? THE DEFENDANT: Yes, Your Honor.

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the guidelines.

THE COURT: It's been my responsibility under the statute, 18 United States Code Section 3553(a) to impose a sentence that is sufficient but not greater than necessary to provide punishment and afford deterrents. Under the current law I have to follow a three-step process. First, I have to consider the sentencing guidelines that's been calculated by the probation office and any objections to those guidelines. Then, I have to rule on any motions for a departure from those guidelines and explain how those motions if granted would impact the guidelines. And finally, I have to consider all of the factors in the statute including personal factors that would help me to determine what an appropriate sentence is. And that sentence may, again, vary either upwards or downwards from

The government has agreed not to oppose a

what the sentencing guideline calculation might be for the offenses to which you are pleading guilty?

THE DEFENDANT: Yes, Your Honor.

THE COURT: And do you understand that if I 4 impose a sentence that is harsher or longer or more severe 5 than the one that you may anticipate, you will still be 6 bound by your plea and will not have the right to withdraw 7 8 it on that basis?

THE DEFENDANT: Yes, Your Honor.

THE COURT: All right. Now I want to talk about some of the rights that you waive if you plead guilty. Do you understand that you have the right to plead not guilty to this offense, to persist in your plea of not guilty and to have a trial by jury on the offense during which you would also have the right to the assistance of counsel and the right to see and hear all of the witnesses and have them cross-examined on your behalf?

THE DEFENDANT: Yes, Your Honor.

THE COURT: The standard of proving guilt is beyond a reasonable doubt and it is the highest standard of proof in our justice system. If the government failed to establish your quilt beyond a reasonable doubt, you would be acquited of the charges against you. Do you understand that?

THE DEFENDANT: Yes, Your Honor.

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sentence of probation, but it's important that you understand that without reviewing the presentence report, I can't predict for you today whether I will agree that that's an appropriate sentence or not. Do you understand that? THE DEFENDANT: Yes, Your Honor.

THE COURT: Do you also understand that parole has been abolished and that to the extent that you were given any period of imprisonment, you would not be released on parole from that imprisonment?

THE DEFENDANT: I understand that, Your Honor. THE COURT: Do you understand that if you're sentenced to a term of incarceration followed by a period of supervised release or a period -- if you were given a period of probation, if you are found in violation of the conditions of your supervised release or your probation that that may be revoked and you would have to serve additional time in prison if you were imprisoned or if you were on probation that you might have to serve time in prison?

THE DEFENDANT: Yes, Your Honor. THE COURT: Do you understand that your sentence may include payment of a fine or payment of restitution, and it will include a mandatory special assessment for each offense to which you plead guilty?

> THE DEFENDANT: Yes, Your Honor. THE COURT: Have you discussed with your counsel

THE COURT: Do you understand that at trial you would have the right on your own part to decline to testify or to put on any evidence at all and that if you decided not to testify or to put on any evidence, that could not be used against you?

THE DEFENDANT: Yes, Your Honor.

THE COURT: Do you understand that if the case were to go to trial, it would be the government's burden to prove to the jury, again, beyond a reasonable doubt, each of the essential elements of the offenses charge and the jury would have unanimously agree as to your guilt?

THE DEFENDANT: Yes, Your Honor.

THE COURT: Do you further understand that by entering a plea of guilty, there will be no trial and you will have waived and given up your right to trial by jury as well as the rights associated with that trial?

THE DEFENDANT: Yes, Your Honor.

THE COURT: I'm going to ask the prosecutor to summarize for us what the government would be prepared to prove if the case were to go to trial.

MR. WISE: Your Honor, I have read in its entirety the factual statement that we would be prepared to prove.

THE COURT: All right. Do you want to tell me how that meets the essential elements?

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MR. WISE: Yes, Your Honor.

THE COURT: I mean, I can figure it out, but I think it's probably worthwhile you telling me.

MR. WISE: The first element, the Defendant had a duty to pay a tax. The Defendant earned substantial income as the factual statement points out. And we can go with — as Your Honor has pointed out, there are several places in the factual statement where it identified where he obviously earned, looking at the first paragraph, 2.3 million in 2017 and 2.1 million in 2018, he therefore had a duty to pay a tax on that income. That is the highest level of summary.

The tax was not paid at the time required by law. Again, even when he received an extension, the tax was due in April of 2018 for calendar year 2017 and in April of 2019 for calendar year 2018. And finally, the failure to pay was willful. And the Plea Agreement statement of facts describes that despite his addiction issues, he was able to generate significant amounts of income and made financial decisions about how to spend that money, and that those decisions did not include meeting his obligations to pay his taxes.

THE COURT: All right. Mr. Biden, is there anything you wish to challenge or amend in the government's recitation of proof?

Agreement contains what I view to be some nonstandard terms like the broad immunity and a term that invokes the Court or involves the Court as part of that agreement.

So given all that, Mr. Wise, why don't you go ahead and summarize the terms of the Diversion Agreement given that the parties have agreed to make it public.

MR. WISE: Yes, Your Honor. The first under Roman numeral one, the parties to the Diversion Agreement are the United States of America by and through the United States Attorney's Office for the District of Delaware and Robert Hunter Biden.

Roman two describes the terms and conditions of the agreement. Paragraph 1 provides that it's for a two-year period, twenty-four months beginning on the date of approval of this agreement, and that would be when the chief probation officer, Ms. Brey signs it, unless there is a breach as set forth in paragraphs 13 and 14.

Paragraph 2 provides that this 24-month period will be known as the diversion period.

Paragraph 3 provides that Biden shall waive indictment in relation to the information filed in the gun case, which again is 23cr61 which charges him with one count of knowingly possessing a firearm while an unlawful user or person addicted to a controlled substance in violation of Title 18 United States Code Section 922(g)(3) and 924(a)(2).

THE DEFENDANT: No, Your Honor.

THE COURT: Do you disagree with any of the government's factual recitations?

THE DEFENDANT: No, Your Honor.

THE COURT: Mr. Clark, do you have any objections or concerns with the government's recitation of proof?

MR. CLARK: I do not, Your Honor.

THE COURT: All right. Now at this point I would normally ask Mr. Biden how he pleads, but as we've already discussed, the Diversion Agreement is out there in a felony case, it is cross-referenced in the Memorandum of Plea Agreement. The Plea Agreement is cross-referenced in the Diversion Agreement, so before I ask him how he pleads, I need to understand -- well, ask him how he pleads or decide if I can accept the Plea Agreement, I need to understand the Diversion Agreement.

So the felony gun charge here is a bit unusual, and we don't usually make diversion agreements public. I don't usually see a diversion agreement as the parties up here have hinted, but in fact you all did send it to me and it is referenced in the agreement that is before me in the tax case.

So it's a little bit unique in that I have a copy of the Diversion Agreement and that the Diversion

And the relevant year for the conduct is 2018.

Paragraph 4 provides that if Biden complies with his obligations under the agreement, then the United States within thirty days after the expiration of the diversion period will file a motion with the Court seeking the dismissal of the information.

Paragraph 5, Biden agrees that the United States has probable cause to bring the charge in the Information and that the charge is not frivolous or made in bad faith. He also agrees at a future time the United States should move to dismiss the information pursuant to this agreement, he will not be a prevailing party with regard to the Information and he waives any possible claims to attorney fees or litigation expenses arising out of the investigation or prosecution of this case.

Paragraph 6 provides that in light of the fact that Biden has accepted responsibility for the actions referred to in the statement of facts as Attachment A to this agreement and taken into consideration Biden's candid acknowledgment of his historical drug use as well as his current sobriety and in consideration for the other terms in the agreement, the United States shall divert this matter in the manner set forth in this agreement pursuant to the terms and conditions also set forth in the agreement.

Paragraph 7 provides that Biden agrees to waive

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all defenses based on statute of limitations with respect to charges in the information and any other federal firearm charges that could be brought with respect to the conduct set forth in the statement of fact which again is Attachment A. And he agrees that the applicable statute of limitation period for any charges arising under the firearms purchase shall be tolled during the diversion period. He agrees not to assert any speedy trial rights under the Sixth Amendment or Federal Rule of Criminal Procedure 48(b) B or any local rule here in the District of Delaware.

Paragraph 8 provides that it is the intent of this agreement for Biden to agree to be subject to the jurisdiction of and venue in the United States District Court for the District of Delaware with respect to the charge set forth in the information and for any federal charges arising out of the firearms purchase set forth in the statement of facts.

Paragraph 9 and its subparagraph are the commitments and undertakings of Biden and that includes not purchasing, possessing, attempting to purchase firearms as that term is defined in the relevant statute during the diversion period, consent to a permanent entry in the National Instant Criminal Background Check System such that he will be denied via NICS if he attempts to legally purchase another firearm.

local law.

Paragraph 11, in paragraph 11 Biden acknowledges and agrees to the statement of facts that are Attachment A to this agreement and he agrees that they're truthful and accurate.

Paragraph 12, Biden agrees that neither he nor anyone else at his direction will make any statement in litigation or otherwise repudiating or contradicting the statement of fact. If the United States believes such a contrary statement has been made, and such statement constitutes a knowing material breach, then the United States may seek a determination regarding such alleged breach pursuant to the procedures set forth in paragraph 14.

Starting in paragraph 13, it lays out the procedure if there is a breach. First, paragraph 13. Biden agrees that a knowing failure to abide by or fully perform any of the terms, promises, or agreements set forth in this Agreement shall constitute a breach of this Agreement.

Paragraph 14 provides that if the United States believes that a knowing material breach of this Agreement has occurred, it may seek a determination by the United States District Judge for the District of Delaware with responsibility for supervision of this agreement. Upon notice to Biden the United States may seek a determination on a preponderance of the evidence presented to such

And then paragraph C, I'm not going to read the entire paragraph, but it's a provision that the gun in question is forfeited to the United States.

Starting at paragraph 10 --

THE COURT: Could I ask to you pause for one second. I forgot my glasses and I'm going to ask someone in the back to get my glasses, but I didn't want her to open the door and freak people out.

All right. Apologies, go ahead.

MR. WISE: Starting at paragraph 10, or in paragraph 10 and subparagraph are additional conditions applicable to the diversion period and these include that Biden is subject to supervision as directed by U.S. Probation and Pretrial Services; that he continue to actively seek employment; that he refrain from unlawfully possessing controlled substance; that he refrain from using alcohol; that he submit to substance abuse testing and participate in substance abuse treatment as directed by the U.S. Probation and Pretrial Services Office in this district; that he submits to fingerprinting by the FBI and it describes what will be done with that fingerprint and how it will be preserved for a time; that he communicate in writing all international travel plans and provide documentation, if requested, to U.S. Probation and Pretrial

and that he not commit a violation of any federal, state or

District Judge. Biden shall have the right to present
 evidence to rebut any such claim. If after that process the
 judge overseeing such process makes a final determination

4 that Biden has committed a knowing material breach of this
 5 agreement, then the United States may elect from two

remedies that are specified in the agreement depending on

the nature and seriousness testify breach.
 Remedy 1, which is a sub A of |

Remedy 1, which is a sub A of paragraph 14 is the United States may give Biden a specific time period in which to remedy the breach. If the United States determines that Biden has failed to remedy the breach during the specified time period, then the United States may elect Remedy 2. Remedy 2 is the United States may prosecute Biden for any federal criminal violation in which the United States has knowledge including crimes relating to the conduct set forth in the statement of facts, which is Attachment A, and that includes obstruction of justice and any such prosecution is not time barred by any statute of limitation on the date of signing of this agreement, notwithstanding the statute of limitation between the signing and the commencement of such prosecution.

And finally, the United States does not require to offer Remedy 1 before proceeding to Remedy 2 if in its sole determination the nature and the serious of the breach warrants termination of the agreement.

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Paragraph 15 is the agreement not to prosecute. The language, the United States agrees not to criminally prosecute Biden outside the terms of this agreement for any federal crimes encompassed by the attached statement of facts, Attachment A, and the statement of facts attached as Exhibit 1 to the Memorandum of Plea Agreement filed this same day. This Agreement does not provide any protection against prosecution for any further conduct by Biden or by any of his affiliated businesses. Obviously this paragraph has been orally modified by counsel for Mr. Biden and we would -- I'm not going to attempt to paraphrase it. I don't want to make the record muddy. The statement by counsel is obviously as Your Honor acknowledged a modification of this

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Paragraph 16, starting paragraph 16, there are general terms and conditions, the parties consented to the public disclosure of this agreement, and shall be publicly filed. The parties stipulate and agree that the conduct set forth in the statement of facts does not constitute relevant conduct for the offenses, to the tax offenses, which Your Honor has identified as a similar provision in the Plea Agreement, that the firearms offense is not relevant conduct for the tax charge.

provision, and that we believe is binding.

Paragraph 18 this agreement may be executed in counterparts, each of which constitutes an original and all

was kind of why I was asking the government the question. So if 922(g)(3), which makes it unlawful for a drug user addict to possess a gun were found by some court to be unconstitutional, what happens to the Diversion **Agreement?**

MR. WISE: Your Honor, the Diversion Agreement is a contract between the parties so it's in effect until it's either breached or a determination, period.

MR, CLARK: I can tell you our intention would be to abide by the agreement and only raise such constitutional determining at such time that somebody tried to bring any charges on this, otherwise it's an agreement between the parties. We are going to honor the agreement.

THE COURT: I have had one or two cases involving a person struggling with addiction who bought a gun, we usually see a felony charge for false statement. The Defendant has admitted that his statement was false, but he wasn't charged. Again, I'm not trying to get into the purview of the prosecutor, and I understand the separation of powers, it's in your discretion, but I just want to ask, does the government have any concern about not bringing the false statement charge in light of our discussion of 922(g)(3) and the constitutionality of that charge. MR. WISE: No, Your Honor.

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THE COURT: Paragraph 7 says that the statute of

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of which constitutes one and the same agreement.

And paragraph 19 is an incorporation agreement like in the Plea Agreement, this agreement sets forth all of the terms of the agreement between the United States and Biden. It constitutes a complete and final agreement between the United States and Biden in this matter. There are no other agreements written or otherwise modifying the terms, conditions or obligations of this agreement. No future modifications or additions of this agreement in whole or in part shall be valid unless they are set forth in writing or signed by the United States, and Biden and Biden's counsel. THE COURT: All right. Thank you.

MR. CLARK: No, Your Honor. THE COURT: The information charges Mr. Biden with violation of 18 United States Code 922(g)(3). Does anyone have any concerns about the constitutionality of that charge in light of the recent Third Circuit Range case?

Mr. Clark, any corrections you want to make?

MR. WISE: No, Your Honor.

MR. CLARK: Your Honor, I note our -- that's one of the reasons the parties I think are in the disposition we are in. We don't waive in a later prosecution any challenges on that.

THE COURT: I completely understand that. That

limitations is waived. Can you just tell me when would the statute of limitation be waived on a charge for false statement if the Diversion Agreement were not in place?

MR. CLARK: When would it run, Your Honor?

5 THE COURT: I understand it's tolled by the agreement. I have concerns about the agreement, that's why 7 I'm asking these questions, so if the agreement weren't 8 there.

MR. CLARK: It would be October 2023. MR. WISE: October 12th, 2023.

THE COURT: All right. Thank you.

All right. Now I have reviewed the case law and I have reviewed the statute and I had understood that the decision to offer the defendant, any defendant a pretrial diversion rest squarely with the prosecutor and consistent with that, you all have told me repeatedly that's a separate agreement, there is no place for me to sign off on it, and as I think I mentioned earlier, usually I don't see those agreements. But you all did send it to me and as we've discussed, some of it seems like it could be relevant to the plea.

One provision in particular stands out to me, and that is paragraph 14. That paragraph says if the United States believes that a knowing material breach of this agreement has occurred, it may seek a determination by the

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that finding?

United States District Judge for the District of Delaware with responsibility for the supervision of this agreement. It then goes on to say that if I do find a breach, then the government can either give the Defendant time to remedy the breach or prosecute him for the crime that is the subject of the information or any other that falls within the language of the agreement. Do I have that understanding correct? MR. CLARK: That's my understanding of the provision, Your Honor.

THE COURT: So can you tell me what's contemplated by that, how it would work?

MR. WISE: So, Your Honor, obviously the Diversion Agreement covers offenses related to firearms, so if there was a breach, then he could be charged with -- the offenses related to that firearm as well as perjury, obstruction of justice, and any prosecution not barred by the statute of limitations related to that.

MR. CLARK: I think Your Honor may be asking the functionality of your involvement. And the concept was along the lines of a VOSR where a situation is brought to the Court and the Court would make a factual determination in the first instance that there was a violation of supervised -- I mean, diversion is not supervised release, but in some senses it can be, and so the idea was that the Court would determine whether or not there was a violation

2 MR. WISE: No.

THE COURT: And you don't have any precedent for that, right?

MR. WISE: No, Your Honor.

THE COURT: Do you have any authority that any
Court has ever accepted that or said that they would do
that?

MR. WISE: No, Your Honor, this was crafted to suit the facts and circumstances.

THE COURT: I'm concerned that that provision makes me a gatekeeper to criminal charges and puts me in the middle of a decision as to whether to bring a charge. And we already talked about separation of powers and that choice as to whether to bring charges is not -- that's the executive branch, not the judicial branch, so is this even constitutional?

MR. CLARK: I believe it is, Your Honor, because what the structure makes clear is that Your Honor is just finding facts.

THE COURT: But no charges -- usually in these agreements, right, Mr. Clark, the prosecutor says we think he breached, and I don't mean to point it out, I'm not saying you're going to breach.

MR. CLARK: I understand.

and then the government would move on to a remedy.

THE COURT: First it got my attention because you keep telling me that I have no role, I shouldn't be reading this thing, I shouldn't be concerned about what's in these provisions, but you have agreed that I will do that, but you didn't ask me for sign off, so do you have any precedent for that?

MR. WISE: Your Honor, no. No, I don't have precedent.

THE COURT: As I read it, tell me if I'm reading this correctly, that under the agreement as you all have drafted it the only way that charges could ever be brought is if I have the hearing that you all agreed that I have to have, right?

MR. WISE: Yes.

THE COURT: So if I don't have a hearing or make a finding, no criminal charges can be pursued for the gun charge or any other federal charge within the scope of the agreement not to be prosecuted, right?

MR. WISE: I believe that's right, Your Honor.

THE COURT: So is there some requirement that you have that I have to make that finding that you all agreed that I would without asking?

24 MR. WISE: Is there some --25 THE COURT: Requirement to

THE COURT: Requirement that says I have to make

THE COURT: We're doing a hypothetical.

2 MR. CLARK: I understand the question.

THE COURT: The prosecutor says there is a breach, Judge, we got to move forward on the information.

5 You then come forward and you're like, Judge, he didn't

6 breach, review this, okay, so that's the standard. The

7 government has -- the executive branch has already made a

8 determination we are going to proceed with the charges.

9 Now, the government cannot make the decision to proceed with

10 charges absent involving the Court.

MR. CLARK: Respectfully, Your Honor, I don't think that's the way it's structured and I do think the way it's structured may get some way past your concern. What it is is that it's not that the government has decided to bring charges, it's that the government believes there is a breach. In paragraph 14, the government brings the breach to Your Honor and says we need a determination of whether there is a breach. So it's not a question that we've decided what to opt into, we've decided what to do, we want your -- it's Your Honor, we believe there is a factual dispute between the parties, not a breach, we would like you to make a factual determination.

THE COURT: Why can't you do that in the normal
 way? As I read this, the government has no discretion to
 bring charges if it believes that a breach has occurred

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uniess I opine.

MR. CLARK: Can we approach and discuss one issue with Your Honor?

THE COURT: You mean because it's confidential?

MR. CLARK: Yeah.

THE COURT: Okay. You're going to have to make
-- you're going to have to make a showing as to why. As I
understand, once we're in court in the Third Circuit, it's
essentially strict scrutiny, so can you explain to me why
this is something that cannot go on the record?

MR. CLARK: It relates to the plea discussions between the parties generally which aren't discussed publicly.

THE COURT: I will allow you to have -- we will have a discussion on the sealed portion, but you're going to have to convince me that it needs to be maintained as sealed. All right? Because I can't -- it's hard for me to say that in the abstract if you're saying that's a plea discussion.

MR. CLARK: Your Honor, let me try to handle it separately. There was a desire because of there being as Your Honor has seen a tremendous amount of political drag with this Defendant that the normal mechanism that might take place would have the protection of the Court not in the discretion to bring a charge, but in finding a breach, and

he has protection and he doesn't.

unconstitutional, right --

MR. CLARK: Absolutely, Your Honor. I think the analogy to a VOSR is not a bad analogy. The government comes to the Court and it says Your Honor, we believe there has been a violation of supervised release. Unless you, Judge, make a factual finding that that's happened, we can't do what we would normally do with regards to this Defendant. Right? And again, it's the fact and then the discretion. Right? And so here it's very analogous to that process which is not a violation of separation of powers. I understand what your Your Honor is saying.

THE COURT: I think I might need a little bit more on this because it is confusing to me. But let me -- or concerning I should say more than confusing.

the constitution, what happens to the Diversion Agreement?

MR. CLARK: If that provision violates the
constitution, the diversion -- first of all, I'm not aware
of a manner in which we can challenge the Diversion
Agreement, but if it did, I think we would say that, if it's

Let me ask you this, if that provision violates

THE COURT: The way I'm seeing it is the government decides -- not to be politicized, the government decides we're going to bring a charge and you say no, that's prohibited by the Diversion Agreement, and the government

so that that wouldn't be something that would become more politicized, but rather would be something that the parties could rely on, someone we consider a neutral arbiter to determine the breach, not the charge.

THE COURT: I understand. Look, I knew why you brought it, okay, I could see why you would want that provision in here, but I don't -- you are putting me -- the government, the executive branch has the discretion to bring charges. Here, the government does not have discretion to continue to pursue this charge or any other charge unless you include the Court. And that seems like it's getting outside of my lane in terms of what I am allowed to do. And thus, I have concerns about the constitutionality of this provision. That gives me concerns about the constitutionality of this agreement because there doesn't seem to be a separate severability, and that gives me concerns about whether the Defendant has the protection from prosecution that he thinks he's getting if this agreement turns out to be not worth the paper it's written on.

MR. CLARK: Your Honor, all --

THE COURT: My concern is, and part of what I have to do is knowing and voluntary, and I can't let him -- I'm not convinced this is a plea under subsection B, but even if it is, and all I have to say is, is it knowing and voluntary. I can't let him plead to something if he thinks

says that Diversion Agreement is unconstitutional. You don't have the protection of it. So I'm not going to not voice my concerns when I think that there are -- you know, you telling me we're not going to challenge it, that really doesn't --

MR. CLARK: No, I'm not saying that, Your Honor. Under those circumstances we would have a contractual dispute about this contract between the government and us and that would get litigated like any other contractual dispute would get litigated. That's what this is.

THE COURT: But what if it is unconstitutional, what happens to the Diversion Agreement?

MR. CLARK: I think it's valid but for this provision.

THE COURT: Is there a severability provision?

MR. CLARK: There isn't, but there is nothing
that says it is a unitary contract either, it's kind of half
and half. There is no merger clause or severability clause,
so in my -- it's a toss up on that, right, Your Honor.

THE COURT: So if I say that I am not going to do what is requested, what you all have agreed that I am going to do, what happens to the Diversion Agreement?

MR. CLARK: If you're saying it right now in a binding manner --

THE COURT: I'm just asking you, I'm not making

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a finding, I'm asking you because I'm trying to exercise due deliberation and consideration and make sure that we don't make a misstep.

about?

So Mr. Wise, if I say I'm not doing it, your contract has an impossibility in there because nothing can happen, I understand Mr. Clark might say that's fine, Your Honor, but the government, what happens if I say I'm not going to do that, you can agree I'm going to do it, but I'm not?

MR. WISE: So in negotiating these terms we obviously agreed to -- as Your Honor has pointed out, the executive branch has the authority to bring charges, we have agreed to a limitation, if you will, that is predicated on the Court taking certain action. If the Court declines to take the action contemplated by the agreement, we would have to examine whether there were other ways to seek the enforcement of the agreement.

MR. CLARK: And there is a way to modify the agreement obviously between the parties, Your Honor, so by written modification we could modify that provision if Your Honor said I won't participate.

THE COURT: All right. So what are you talking

24 MR. CLARK: I'm saying that if Your Honor said 25 I've determined that this isn't proper, I'm not going to between United States and individuals, but it contemplates a role for a judicial officer that then affects the ability of the government to bring charges.

THE COURT: I take your points on the analogy to the VOSR, but I know, I asked if there is any precedent for this, I was told no. I was asked if there is any authority for this, I was told no. And I get the analogy, but I don't think that I can on the fly make the analogy that you're asking me to make or even, you know, you're telling me that this is -- so that this is appropriate. So I am not sure -- I'm not sure what to do with that. It may be that you're correct, that that's an appropriate analogy, but it may be that you are not.

MR. CLARK: May I propose something, Your Honor? You don't have to -- there is no action again, not to -- I know you don't necessarily want to hear that all the time, that you have to take with a regular Diversion Agreement. Can I propose that Your Honor can take time with regard to this provision, inform the parties, and if you find that the provision is improper, and we can even brief it to you, I'll commit with the government that we'll work under paragraph 19 to implement another procedure. But again, I don't think that needs to hold up today's disposition.

THE COURT: The problem that I have, I'm not sure that it doesn't. Again, you all are telling me just

participate, we would work on provision, paragraph 19 which says that, you know, we can modify or add to the agreement with the written consent of the parties and we would come up with an alternative dispute resolution system.

I personally, Your Honor, I mean, again, I don't mean to hang everything on a VOSR analogy, I have done many of them in my life, I don't think it is unconstitutional, I think it's very fair question from the Court, I don't think it is, but I think if the Court were to determine it was not appropriate, we would modify the contract and you would

MR. WISE: The analogy that I would offer, Your Honor, VOSR's statutory framework is many U.S. Attorney's offices' practice around the country have proffer agreements or Queen for a day agreements where a defendant -- a defendant, a witness, a target will sit down, make certain statements pursuant to an agreement and some of those agreements have provisions that in the event that the government believes there is a breach that they lied, they will go to a judicial officer for a determination and if that is the case and the agreement is deemed void, then charges, for instance, 1001 charges making a false statement to a law enforcement officer could be brought. So I think that's a similar -- and those agreements unlike VOSR are not governed by an elaborate statutory scheme, they're contracts

rubber stamp the agreement, Your Honor, because all we're

3 argument you're making is form over substance. What's funny

4 to me is you put me right smack in the middle of the

doing is recommending a plea. But it seems like the

5 Diversion Agreement that I should have no role in, you plop

6 meet right in there and then on the thing that I would

7 normally have the ability to sign off on or look at in the

context of a Plea Agreement, you just take it out and you

9 say Your Honor, don't pay any attention to that provision

not to prosecute because we put it in an agreement that's

11 beyond your ability.

So this is what I am going to do. These agreements are not straightforward and they contain some atypical provisions. I am not criticizing you for coming up with those, I think that you have worked hard to come up with creative ways to deal with this. But I am not in a position where I can decide to accept or reject the Plea Agreement, so I need to defer it.

First, I don't know which rule this falls under.

I am not convinced that it is actually a plea under subsection B, which you all suggest is me rubber stamping the plea if it's a knowing plea. But even if it were, I have testimony under oath both that the Defendant is concerned about ensuring that he has immunity from additional charges, and also that well, he doesn't need that

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in terms of the Plea Agreement. So I need to think about that.

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that.

Additionally, I need some understanding as to why this is a plea under B and that my concern about the form over substance of the agreement not to prosecute is not valid, or why I should do this. So I would like some briefing, additional briefing on why subsection B is the appropriate section, and if I were to determine that this actually is a plea under subsection A, it would be helpful to me to have your views on what it is that makes this plea acceptable, because I'm not saying that it is not, but nobody seems to really have given me that what I would need if I were to determine that as I read this as a whole, I think that that really is what is in front of me. So I need

And then I would like as you offered, Mr. Clark, you guys can go back and work on whether or not you can take out that provision and come up with something else that's acceptable, and while you do that, you might, though I'm not trying to tell you how to negotiate the Diversion Agreement, you might fix that one paragraph that you have orally modified today.

I would like to understand why that provision, if you want it to go forward is appropriate, and why I am not doing something that gets me outside of my lane in terms 107

1 MR. CLARK: Fine with us. Your Honor. 2 MR. WISE: I would also say, Your Honor, we're 3 not asking the Court to rubber stamp anything.

4 THE COURT: It certainly sounds like it. Tell 5 me again what you think my role is for a plea under 6 11(b)(1)(B).

7 MR. WISE: It's not what I think the Court's 8 role --

9 THE COURT: I agree, I read the rule, the rule 10 says I couldn't accept or reject, you're saying it's not a 11 rubber stamp, so what is it I do?

MR. WISE: You don't take action on the Plea Agreement. What Rule 11(c) says is for Rule (c)(1)(B) the Court must advised the Defendant that the Defendant has no right to withdraw the plea if the Court does not follow the recommendation or request. So the rule does not contemplate the Court taking any position on the agreement if it's a (c)(1)(B), rather the rule requires the Court to give that advisement, and that is the extent of the Court's role. And this has been briefed not in this circuit, but in other circuits and we can certainly include that, that's not my view --

THE COURT: I certainly understand what -- if it's a plea under subsection (c)(1)(B), I am not going to just agree with you as to the limits of my role. My problem

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of my branch of government if I were to do what is being requested.

Does that make sense?

MR. CLARK: That makes sense, Your Honor. I think that the parties have been very eager to resolve this matter, and it has been pending for an extended period of time.

THE COURT: It hasn't been pending for that long a period of time, I know that when you guys first called, you said you would send me the agreements on a Tuesday or a Thursday and you wanted to have the hearing within a few days. I couldn't accommodate that schedule, but the fact is, this is a -- this is our normal course of timing of things and so I understand, and I certainly understand why you want to get this resolved, but I am not in a position where I can do that now. So if you guys want to tell me when you're thinking you can get me the papers that I'm asking for.

MR. WISE: Your Honor, we would -- what I would anticipate is we'll need to order the transcript from today's proceeding to address some of the issues you have raised to make sure we're precisely addressing what you're asking us to, so I think building in a little bit of time to get the transcript and then a reasonable amount of time after that to submit, I would say at least fourteen days.

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is I am not -- I am not sure, and I need to understand the propriety, it may very well be that it is appropriate, but

as I said, it did catch my attention, you throw me in there, Judge, you're the gatekeeper and then you take me out of the

other aspects of the -- you throw me into the Diversion

6 Agreement and then you take me out of the Memorandum of Plea

7 Agreement. 8

So I cannot accept the Plea Agreement today. I mean, based on what you just said, Mr. Wise, Mr. Clark, if you want, I can accept a guilty plea while I defer my decision on the Plea Agreement, which the Supreme Court said is appropriate in the Hyde case, 520 U.S. 670 (1997), if 13 your client wants to plead guilty pending my determination on the Plea Agreement.

MR. CLARK: We're pleading guilty pursuant to the Plea Agreement, Your Honor, so that would not be something that we would do.

THE COURT: Does that mean that I need to take a plea of not guilty?

MR. CLARK: I believe you do, Your Honor. THE COURT: All right. So Mr. Biden, I know you want to get this over with, and I'm sorry, but I do want to make sure that I am careful in my view of this. So I do need some more information. And part of that is making sure

that your plea gets you what you think it gets and part of

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it is making sure that I do justice as I'm required to do in this court. So I need some additional information. I'm not saying I'm not going to reject the plea, I'm not saying I'm going to accept the Plea Agreement. I need more 5 information. So at this point I'm just going to ask you, 7 without the Plea Agreement, without me saying that I would 8 agree to the Plea Agreement, how do you plead to the charges 9 that we have been discussing? 10 THE DEFENDANT: Not guilty, Your Honor. 11 THE COURT: Thank you. 12 So I will look forward to the parties' 13 submissions. And after we have a chance to review those, we 14 will either issue an order as to what we're planning to do 15 with the plea or we'll have a status conference or we'll get 16 back here. 17 Do we need to do anything else? I know that we 18 talked about we were on the clock now. Can we exclude the 19 time, that gives me some time to look at these for 20 thirty days or not? 21 MR. CLARK: I would imagine the Court can 22 exclude the time for briefing, yeah. 23 MR. WISE: We agree, Your Honor.

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1 Mr. Biden, I need you to just stick around for a 2 minute after we adjourn. I need you -- my deputy is going 3 to ask you to sign the release order that we talked about, 4 and then I need you to go downstairs to the marshals for 5 processing and to catch up with probation. 6 All right? 7 THE DEFENDANT: Yes, Your Honor. 8 THE COURT: Anything else that we need to talk 9 about while we are here today? 10 MR. WISE: Not on behalf of the United States. 11 MR. CLARK: No, Your Honor. 12 THE COURT: Thank you. 13 (Court adjourned at 1:14 p.m.) 14 15 I hereby certify the foregoing is a true and accurate transcript from my stenographic notes in the proceeding. 16 17 /s/ Dale C. Hawkins Official Court Reporter 18

THE COURT: So we will do that. And after we

see it, we will take a look and get back to you.

U.S. District Court

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| \$1,199,524 [2] - 24:4, | 10(1) | 2 | 23-274 [3] - 3:25, 4:14, | 75:21, 85:18 |
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| \$1,580,283 [1] - 34:11 | • | 2 [6] - 23:6, 60:25, | 23-61 [2] - 4:8, 36:15 | 922(g)(3 [4] - 4:13, |
| \$1,593,329 [2] - 24:4, | 1 [16] - 21:18, 22:25, | 83:18, 88:13, 88:23 | 23-61(MN [1] - 1:6 | 83:25, 91:2, 91:23 |
| 35:6 | 23:22, 27:5, 27:6 | 2.1 [7] - 27:20, 63:10, | 23-cr-61-MN [1] - 2:25 | 922(g)(3)[1] - 90:17 |
| \$100 [1] - 4:24 | 28:21, 30:19, 35:9, | 63:14, 70:13, 70:20, | 23-mj-274(MN [1] - 1:5 | 924(a)(2) [2] - 4:13, |
| \$100,000 [2] - 5:3, | 40:12, 60:10, 61:22, | 70:25, 81:10 | 23-mj-274-MN [1] - 3:4 | 83:25 |
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IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF DELAWARE

| UNITED STATES OF AMERICA, |) |
|---------------------------|---------------------------------|
| ٧. | Criminal Action No. 23- 6 - UNA |
| ROBERT HUNTER BIDEN, |) |
| |) |
| Defendant. |). |

<u>INFORMATION</u>

The United States Attorney for the District of Delaware charges that:

COUNT ONE

On or about October 12, 2018, through on or about October 23, 2018, in the District of Delaware, the defendant Robert Hunter Biden, knowing that he was an unlawful user of and addicted to a controlled substance as defined in Title 21, United States Code, Section 802, did knowingly possess a firearm, that is, a Colt Cobra 38SPL revolver with serial number RA 551363, said firearm having been shipped and transported in interstate commerce.

In violation of Title 18, United States Code, Sections 922(g)(3) and 924(a)(2) (2018).

FILED

DAVID C. WEISS

UNITED STATES ATTORNEY

JUN 2 0 2023

By:

U.S. DISTRICT COURT DISTRICT TO DE 111 181

Leo J. Wise Derek E. Hines

Special Assistant United States Attorneys

Benjamin L. Wallace

Assistant United States Attorney

Dated: June 20, 2023

| IN THE UNITED STATES DISTRICT COURT |
|-------------------------------------|
| FOR THE DISTRICT OF DELAWARE |

| UNITED STATES OF AMERICA, |) |
|---------------------------|--|
| v. |) Criminal Action No. 23-mj-00274 (MN) |
| ROBERT HUNTER BIDEN, |) |
| Defendant. |) |

ORDER

At Wilmington, this 17th day of August 2023;

WHEREAS, the United States has represented that venue for the offenses that are the subject of the information filed in the above-captioned matter "does not lie in Delaware" (D.I. 31 at 1);

WHEREAS, the United States has moved "to voluntarily dismiss the information filed in the above-captioned matter without prejudice so that the United States can bring tax charges in a district where venue lies" (id.); and

WHEREAS, Defendant does not oppose the United States' motion (D.I. 40).

THEREFORE, IT IS HEREBY ORDERED that the United States' motion to dismiss (D.I. 31) is GRANTED. The information filed in the above-captioned matter is DISMISSED without prejudice.

The Honorable Maryellen Noreika
United States District Judge

IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF DELAWARE

| UNITED STATES OF AMERICA | 3 |
|--------------------------|-----------------------------------|
| V. |) Criminal Action No. 23-00061-MN |
| ROBERT HUNTER BIDEN, | |
| Defendant. | |

INDICTMENT

FILED

The Grand Jury for the District of Delaware charges that:

SEP 1 4 2023

Introduction and Background

At times material to this Indictment:

- U.S. DISTRICT COURT INSTRUCT FROM COLORS
- 1. Company 1, located in Wilmington, Delaware, possessed a federal firearms license ("FFL") and was authorized to deal in firearms under federal laws.
- 2. FFL holders are licensed, among other things, to sell firearms and ammunition. Various rules and regulations, promulgated under the authority of Chapter 44, Title 18, United States Code, govern the manner in which FFL holders are permitted to sell firearms and ammunition.
- 3. The rules and regulations governing FFL holders require that a person seeking to purchase a firearm fill out a Firearm Transaction Record, ATF Form 4473 ("Form 4473"). Part of the Form 4473 requires that the prospective purchaser certify that all his or her answers on the Form 4473 are true and correct.
- 4. Question 11.e. of the Form 4473 requires that the prospective purchaser certify truthfully that he or she is not an unlawful user of, or addicted to, any stimulant,

narcotic drug, or any other controlled substance. In the certification section of the Form 4473, the actual buyer must certify that his or her answers to the questions on the form are "true, correct, and complete." The actual buyer must also acknowledge by his or her signature that "I understand that a person who answers 'yes' to [Question 11.e.] is prohibited from purchasing or receiving a firearm" and "making any false oral or written statement . . . is a crime punishable as a felony under Federal law, and may also violate State and/or local law."

5. FFL holders are required by law to maintain a record, in the form of a completed Form 4473, of the identity of the actual buyer of firearms sold by the FFL holder, including the buyer's home address and date of birth.

COUNT ONE

- 6. Paragraphs 1 through 5 of this Indictment are re-alleged herein.
- 7. On or about October 12, 2018, in the District of Delaware, the defendant, Robert Hunter Biden, in connection with the acquisition of a firearm, that is, a Colt Cobra 38SPL revolver with serial number RA 551363 from Company 1, licensed under the provisions of Chapter 44, Title 18, United States Code, knowingly made a false and fictious written statement, intended and likely to deceive that dealer with respect to a fact material to the lawfulness of the sale of the firearm under the provisions of Chapter 44, Title 18, United States Code, in that defendant, Robert Hunter Biden, provided a written statement on Form 4473 certifying he was not an unlawful user of, and addicted to, any stimulant, narcotic drug, and any other controlled substance, when in fact, as he knew, that statement was false and fictitious.

In violation of Title 18, United States Code, Sections 922(a)(6) and 924(a)(2).

The Grand Jury for the District of Delaware further charges that:

COUNT TWO

- 8. Paragraphs 1 through 5 of this Indictment are re-alleged herein.
- 9. On or about October 12, 2018, in the District of Delaware, the defendant, Robert Hunter Biden, in connection with the acquisition of a firearm, that is, a Colt Cobra 38SPL revolver with serial number RA 551363, knowingly made a false statement and representation to Company 1, licensed under the provisions of Chapter 44, Title 18, United States Code, with respect to information required by the provisions of Chapter 44, Title 18, United States Code, to be kept in the FFL holder's records, in that defendant, Robert Hunter Biden, certified on the Form 4473 that he was not an unlawful user of, and addicted to, any stimulant, narcotic drug, and any other controlled substance, when in fact, as he knew, that statement was false and fictitious.

In violation of Title 18, United States Code, Section 924(a)(1)(A).

The Grand Jury for the District of Delaware further charges that:

COUNT THREE

- 10. Paragraphs 1 through 5 of this Indictment are re-alleged herein.
- 11. On or about October 12, 2018, through on or about October 23, 2018, in the District of Delaware, the defendant Robert Hunter Biden, knowing that he was an unlawful user of and addicted to any stimulant, narcotic drug, and any other controlled substance as defined in Title 21, United States Code, Section 802, did knowingly possess a firearm, that is, a Colt Cobra 38SPL revolver with serial number RA 551363, said firearm having been shipped and transported in interstate commerce.

In violation of Title 18, United States Code, Sections 922(g)(3) and 924(a)(2) (2018).

A TRUE BILL:

Foreperson

DAVID C. WEISS SPECIAL COUNSEL

UNITED STATES DEPARTMENT OF JUSTICE

By:

Berek E. Hines

Leo J. Wise

Assistant Special Counsels

Dated: September 14, 2023